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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF CONTRA COSTA

13 LATRICE JOHNSON, individually, and on
14 behalf of other members of the general
15 public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

16 Plaintiff,

17 vs.

18 SEQUOIA SURGICAL PAVILION LLC, a
19 California limited liability company; NSH
20 CALIFORNIA, LLC, a California limited
liability company; NSH MANAGEMENT
21 OF CALIFORNIA, LLC, a California
limited liability company; NATIONAL
22 SURGICAL HOSPITALS, LLC, a
Delaware limited liability company;
23 SEQUOIA SURGICAL CENTER, L.P., a
California limited partnership; SEQUOIA
24 SURGICAL CENTER HOLDING
COMPANY, LLC, a California limited
25 liability company; SURGERY
PARTNERS, INC., a Delaware corporation;
and DOES 1 through 10, inclusive,

26 Defendants.
27
28

Case No.: C25-00480

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);

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- (8) Violation of Labor Code § 1198 and California Code of Regulations, Title 8, Section 11040 Subdivision 5(A) (Failure to Provide Reporting Time Pay);
- (9) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (10) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (12) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Latrice Johnson, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt, hourly
9 paid employees and received at least one wage statement and against whom one or more
10 violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision
11 regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”)
12 Wage Order were committed, as set forth in this complaint. The monetary damages, penalties,
13 and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court
14 and will be established according to proof at trial. This Court has jurisdiction over this action
15 pursuant to the California Constitution, Article VI, section 10. The statutes under which this
16 action is brought do not specify any other basis for jurisdiction. Plaintiff’s share of damages,
17 penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
21 over them by the California courts consistent with traditional notions of fair play and substantial
22 justice. There is no basis for federal diversity jurisdiction in this action because there is no
23 complete diversity, and this case falls within the statutory exceptions to “minimal diversity”
24 jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4). Upon information
25 and belief, two-thirds or more of the class members and Defendants are citizens of California
26 and/or (a) two-thirds of the class members and Defendants are citizens of California; (b) the
27 alleged wage and hour violations occurred in California; (c) significant relief is being sought
28 against Defendants whose violations of California wage and hour laws form a significant basis

1 for Plaintiff's claims; and (d) no other class action has been filed within the past three (3) years
2 on behalf of the same proposed class against Defendants asserting the same or similar factual
3 allegations.

4 3. Venue is proper in this Court, because Defendants filed Statement of Information
5 forms with the California Secretary of State designating a principal place of business in Walnut
6 Creek, County of Contra Costa, in accordance with California Corporations Code section
7 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because Defendants
8 employ persons in this county, and employed Plaintiff in this county, and thus a substantial
9 portion of the transactions and occurrences related to this action occurred in this county.

10 **THE PARTIES**

11 4. Plaintiff Latrice Johnson is a resident of Suisun City, in Solano County,
12 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
13 approximately August 2024 to December 2024. Plaintiff worked for Defendants as a patient
14 Care Assistant at Defendants' Sequoia Surgical Pavilion surgical center facility located in
15 Walnut Creek, California. During her employment, Plaintiff typically worked eight (8) hours
16 or more per day and five (5) days per week. Plaintiff's primary job duties included, without
17 limitation, assisting in the treatment and care of patients in the pre- and post-procedure phases,
18 transporting patients to vehicles for discharge, and stocking patient bays with necessary
19 supplies.

20 5. SEQUOIA SURGICAL PAVILION LLC was and is, upon information and
21 belief, a California limited liability company, and at all times hereinafter mentioned, an
22 employer whose employees are engaged throughout this county and the State of California.

23 6. NSH CALIFORNIA, LLC was and is, upon information and belief, a California
24 limited liability company, and at all times hereinafter mentioned, an employer whose employees
25 are engaged throughout this county and the State of California.

26 7. NSH MANAGEMENT OF CALIFORNIA, LLC was and is, upon information
27 and belief, a California limited liability company, and at all times hereinafter mentioned, an
28 employer whose employees are engaged throughout this county and the State of California.

1 8. NATIONAL SURGICAL HOSPITALS, LLC was and is, upon information and
2 belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
3 employer whose employees are engaged throughout this county and the State of California.

4 9. SEQUOIA SURGICAL CENTER, L.P. was and is, upon information and belief,
5 a California limited partnership, and at all times hereinafter mentioned, an employer whose
6 employees are engaged throughout this county and the State of California.

7 10. SEQUOIA SURGICAL CENTER HOLDING COMPANY, LLC was and is,
8 upon information and belief, a California limited liability company, and at all times hereinafter
9 mentioned, an employer whose employees are engaged throughout this county and the State of
10 California.

11 11. SURGERY PARTNERS, INC. was and is, upon information and belief, a
12 Delaware corporation, and at all times hereinafter mentioned, an employer whose employees
13 are engaged throughout this county and the State of California.

14 12. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
15 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
16 complaint and serve such fictitiously named Defendants once their names and capacities
17 become known.

18 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
19 were the partners, agents, owners, or managers of SEQUOIA SURGICAL PAVILION LLC;
20 NSH CALIFORNIA, LLC; NSH MANAGEMENT OF CALIFORNIA, LLC; NATIONAL
21 SURGICAL HOSPITALS, LLC; SEQUOIA SURGICAL CENTER, L.P.; SEQUOIA
22 SURGICAL CENTER HOLDING COMPANY, LLC; and/or SURGERY PARTNERS, INC.,
23 at all relevant times.

24 14. Plaintiff is informed and believes, and thereon alleges, that each and all of the
25 acts and omissions alleged herein was performed by, or is attributable to SEQUOIA
26 SURGICAL PAVILION LLC; NSH CALIFORNIA, LLC; NSH MANAGEMENT OF
27 CALIFORNIA, LLC; NATIONAL SURGICAL HOSPITALS, LLC; SEQUOIA SURGICAL
28 CENTER, L.P.; SEQUOIA SURGICAL CENTER HOLDING COMPANY, LLC; SURGERY

PARTNERS, INC.; and/or DOES 1 through 10 (collectively, “Defendants” or “SURGERY PARTNERS”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

15. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

16. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

17. Under California law, Defendants are jointly and severally liable as employers for the violations alleged herein because they have each exercised sufficient control over the wages, hours, working conditions, and employment status of Plaintiff and class members. Each Defendant had the power to hire and fire Plaintiff and class members, supervised and controlled their work schedule and/or conditions of employment, determined their rate of pay, and maintained their employment records. Defendants suffered or permitted Plaintiff and class members to work and/or “engaged” Plaintiff and class members so as to create a common-law employment relationship. As joint employers of Plaintiff and class members, Defendants are jointly and severally liable for the civil penalties and all other relief available to Plaintiff and class members under the law.

18. Plaintiff is informed and believes, and thereon alleges, that at all relevant times, Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class members because Defendants have:

- (a) jointly exercised meaningful control over the work performed by Plaintiff and class members;

- 1 (b) jointly exercised meaningful control over Plaintiff's and class members'
2 wages, hours, and working conditions, including the quantity, quality
3 standards, speed, scheduling, and operative details of the tasks performed
4 by Plaintiff and class members;
- 5 (c) jointly required that Plaintiff and class members perform work which is
6 an integral part of Defendants' businesses; and
- 7 (d) jointly exercised control over Plaintiff and class members as a matter of
8 economic reality in that Plaintiff and class members were dependent on
9 Defendants, who shared the power to set the wages of Plaintiff and class
10 members and determined their working conditions, and who jointly
11 reaped the benefits from the underpayment of their wages and
12 noncompliance with other statutory provisions governing their
13 employment.

14 19. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
15 there has existed a unity of interest and ownership between Defendants such that any
16 individuality and separateness between the entities has ceased.

17 20. Furthermore, Defendants are jointly and severally liable as employers for the
18 violations alleged herein because Defendants have acted as a single integrated enterprise.
19 Courts consider four factors in determining whether two or more entities may be treated as a
20 single employer for the purposes of determining liability for labor code violations: (1)
21 centralized control of labor relations; (2) interrelation of operations; (3) common management;
22 and (4) common ownership or financial control. No factor is controlling and all need not be
23 present.

24 21. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
25 Defendants have acted as a single integrated enterprise because:

- 26 (a) Defendant SURGERY PARTNERS, INC. made final decisions regarding
27 employment matters related to Plaintiff and class members in the same
28 manner and through the same entity, regardless of which entity was acting

as Plaintiff's and class members' immediate employer;

(b) Defendant SURGERY PARTNERS, INC. controlled day-to-day employment decisions of Defendants SEQUOIA SURGICAL PAVILION LLC; NSH CALIFORNIA, LLC; NSH MANAGEMENT OF CALIFORNIA, LLC; NATIONAL SURGICAL HOSPITALS, LLC; SEQUOIA SURGICAL CENTER, L.P.; and SEQUOIA SURGICAL CENTER HOLDING COMPANY, LLC;

(c) Defendants shared common officers, directors, and/or managers;

(d) Defendants utilized the same bank accounts, accounting records, lines of credit, payroll preparation, telephone lines, company websites, office space, facilities, employees and/or other facets of operation;

(e) Defendants were subject to common ownership and financial control; and/or

(f) According to Defendant SURGERY PARTNERS, INC.'s SEC Form 10-K¹ filing, Defendant SURGERY PARTNERS, INC. "provide[s] day-to-day management services for a majority of [its] surgical facilities pursuant to a management agreement and receive a management fee that is typically equal to a percentage of the facility revenue."

22. SEQUOIA SURGICAL PAVILION LLC; NSH CALIFORNIA, LLC; NSH MANAGEMENT OF CALIFORNIA, LLC; NATIONAL SURGICAL HOSPITALS, LLC; SEQUOIA SURGICAL CENTER, L.P.; SEQUOIA SURGICAL CENTER HOLDING COMPANY, LLC; SURGERY PARTNERS, INC.; and DOES 1 through 10 are therefore alter egos of each other.

23. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name Surgery Partners.

¹ 10-K Annual Report 02/26/2024, "SEC Filings | Surgery Partners, Inc.," <https://ir.surgerypartners.com/financial-information/sec-filings> (last accessed February 6, 2025).

1 24. Plaintiff further alleges, upon information and belief, that Defendants SEQUOIA
2 SURGICAL PAVILION LLC; NSH CALIFORNIA, LLC; NSH MANAGEMENT OF
3 CALIFORNIA, LLC; NATIONAL SURGICAL HOSPITALS, LLC; SEQUOIA SURGICAL
4 CENTER, L.P.; SEQUOIA SURGICAL CENTER HOLDING COMPANY, LLC; and
5 SURGERY PARTNERS, INC. are alter egos of each other for the following reasons:

6 (a) On the California Secretary of State's website
7 (<https://bizfileonline.sos.ca.gov/>), SEQUOIA SURGICAL PAVILION
8 LLC; NSH MANAGEMENT OF CALIFORNIA, LLC; SEQUOIA
9 SURGICAL CENTER, L.P.; SEQUOIA SURGICAL CENTER
10 HOLDING COMPANY, LLC have the same principal address, mailing
11 address, and/or Street Address of California Office, "2405 Shadelands
12 Drive, Suite 200, Walnut Creek, CA 94598";

13 (b) On the California Secretary of State's website, NSH CALIFORNIA,
14 LLC; NSH MANAGEMENT OF CALIFORNIA, LLC; NATIONAL
15 SURGICAL HOSPITALS, LLC; SEQUOIA SURGICAL CENTER
16 HOLDING COMPANY, LLC; and SURGERY PARTNERS, INC. have
17 the same principal address and/or mailing address, "340 SEVEN
18 SPRINGS WAY SUITE 600 BRENTWOOD, TN 37027";

19 (c) According to their most recent "Statement of Information" forms filed
20 with the California Secretary of State, SEQUOIA SURGICAL
21 PAVILION LLC; NSH CALIFORNIA, LLC; NSH MANAGEMENT OF
22 CALIFORNIA, LLC; NATIONAL SURGICAL HOSPITALS, LLC;
23 SEQUOIA SURGICAL CENTER, L.P.; SEQUOIA SURGICAL
24 CENTER HOLDING COMPANY, LLC; and SURGERY PARTNERS,
25 INC. share the same officers, managers or members, and/or partners
26 including, but not limited to:

27 (i) Jennifer Baldock, who serves as Secretary for SURGERY
28 PARTNERS, INC. and manager or member of SEQUOIA

1 SURGICAL PAVILION LLC; NATIONAL SURGICAL
2 HOSPITALS, LLC; SEQUOIA SURGICAL CENTER
3 HOLDING COMPANY, LLC; and the General Partner of
4 SEQUOIA SURGICAL CENTER, L.P.;

5 (ii) NATIONAL SURGICAL HOSPITALS, LLC, which serves
6 as manager or member of NSH CALIFORNIA, LLC and NSH
7 MANAGEMENT OF CALIFORNIA, LLC; and

8 (iii) Dave Doherty, who serves as a manger or member of
9 SEQUOIA SURGICAL CENTER HOLDING COMPANY,
10 LLC and Chief Financial Officer for SURGERY PARTNERS,
11 INC.;

12 (d) On the California Secretary of State’s website, SEQUOIA SURGICAL
13 PAVILION LLC; NSH CALIFORNIA, LLC; NSH MANAGEMENT OF
14 CALIFORNIA, LLC; NATIONAL SURGICAL HOSPITALS, LLC;
15 SEQUOIA SURGICAL CENTER, L.P.; SEQUOIA SURGICAL
16 CENTER HOLDING COMPANY, LLC; and SURGERY PARTNERS,
17 INC., share the same agent for service of process, “CSC – LAWYERS
18 INCORPORATING SERVICE”; and

19 (e) On information and belief, SEQUOIA SURGICAL PAVILION LLC;
20 NSH CALIFORNIA, LLC; NSH MANAGEMENT OF CALIFORNIA,
21 LLC; NATIONAL SURGICAL HOSPITALS, LLC; SEQUOIA
22 SURGICAL CENTER, L.P.; SEQUOIA SURGICAL CENTER
23 HOLDING COMPANY, LLC; and SURGERY PARTNERS, INC. utilize
24 the same standardized employment forms and issue the same employment
25 policies.

26 **GENERAL ALLEGATIONS**

27 25. Defendant SEQUOIA SURGICAL PAVILION is a free-standing surgery center,
28 specialized in Ortho and Spine, located in Walnut Creek, California. Sequoia Surgical Pavilion

1 is part of Defendant SURGERY PARTNERS, INC., a leading healthcare services company with
2 an integrated delivery model that owns and operates more than 200 locations in 33 states,
3 including approximately 30 surgical facilities and ancillary services in California. Upon
4 information and belief, Defendants maintain a single, centralized Human Resources (“HR”)
5 department at their company headquarters in Walnut Creek, California, or Brentwood,
6 Tennessee, which is responsible for the recruiting and hiring of new employees, and
7 communicating and implementing Defendants’ company-wide policies, including timekeeping
8 policies and meal and rest period policies, to employees throughout California.

9 26. In particular, Plaintiff and class members, on information and belief, received
10 the same standardized documents and/or written policies. Upon information and belief, the
11 usage of standardized documents and/or written policies, including new-hire documents,
12 indicate that Defendants dictated policies at the corporate level and implemented them
13 company-wide, regardless of their employees’ assigned locations or positions. Upon
14 information and belief, Defendants set forth uniform policies and procedures in several
15 documents provided at an employee’s time of hire.

16 27. Upon information and belief, Defendants maintain a centralized Payroll
17 department at their company headquarters in Walnut Creek, California, or Brentwood,
18 Tennessee, which processes payroll for all non-exempt, hourly paid employees working for
19 Defendants at their various locations in California, including Plaintiff and class members.
20 Based upon information and belief, Defendants issue the same formatted wage statements to all
21 non-exempt, hourly paid employees in California, irrespective of their work locations. Upon
22 information and belief, Defendants process payroll for departing employees in the same manner
23 throughout the State of California, regardless of the manner in which each employee’s
24 employment ends.

25 28. Defendants continue to employ non-exempt or hourly paid employees in
26 California.

27 29. Plaintiff is informed and believes, and thereon alleges, that at all times herein
28 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and

advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

30. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class members were not paid for all hours worked because all hours worked were not recorded.

31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation.

32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff and class members were not paid at least minimum wages for work done off-the-clock.

33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to meal periods in accordance with the California Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to rest periods in accordance with the California Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period and that Plaintiff and class members were not authorized and permitted to take compliant rest periods or provided with payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period.

1 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and class members were entitled to receive complete and
3 accurate wage statements in accordance with California law. In violation of the California
4 Labor Code, Plaintiff and class members were not provided complete and accurate wage
5 statements.

6 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that they had a duty to maintain accurate and complete payroll records in
8 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
9 knowingly, and intentionally failed to do so.

10 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to timely payment of all
12 wages earned upon termination of employment. In violation of the California Labor Code,
13 Plaintiff and class members did not receive payment of all wages due, including, but not limited
14 to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay,
15 within permissible time periods.

16 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to timely payment of wages
18 during their employment. In violation of the California Labor Code, Plaintiff and class members
19 did not receive payment of all wages, including, but not limited to, overtime wages, minimum
20 wages, meal and rest period premiums, and/or reporting time pay, within permissible time
21 periods.

22 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and class members were entitled to receive their full wages
24 due without having to execute a release of claims. In violation of the California Labor Code,
25 Defendants required Plaintiff and class members to release their claims for unpaid wages as a
26 condition of being paid.

27 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to receive all reporting time

1 pay when Plaintiff and class members were required to report to work but were put to work for
2 less than half of their usual or scheduled shift. In violation of the California Labor Code and
3 applicable IWC Wage Order, Plaintiff and class members were not paid all reporting time pay.

4 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and class members were entitled to receive full reimbursement
6 for all business-related expenses and costs they incurred during the course and scope of their
7 employment and that they did not receive full reimbursement of applicable business-related
8 expenses and costs incurred.

9 42. Plaintiff is informed and believes, and thereon alleges, that at all times herein
10 mentioned, Defendants knew or should have known that Defendants had a duty to provide
11 Plaintiff and class members with written notice of the material terms of their employment with
12 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

13 43. Plaintiff is informed and believes, and thereon alleges, that at all times herein
14 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
15 and class members for all hours worked, and that Defendants had the financial ability to pay
16 such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
17 represented to Plaintiff and class members that they were properly denied wages, all in order to
18 increase Defendants' profits.

19 **PAGA REPRESENTATIVE ALLEGATIONS**

20 44. At all times herein set forth, PAGA provides that any provision of law under the
21 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
22 collected by the Labor and Workforce Development Agency ("LWDA") for violations of the
23 California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by
24 aggrieved employees in a civil action brought on behalf of themselves and other current or
25 former employees pursuant to procedures outlined in California Labor Code section 2699.3.

26 45. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as
27 "any person who was employed by the alleged violator and personally suffered each of the
28 violations alleged."

1 46. Plaintiff and other current and former employees of Defendants are “aggrieved
2 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’ current
3 or former employees and each of the alleged violations were committed against them.

4 47. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
5 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
6 requirements have been met:

7 (a) The aggrieved employee or representative shall give written notice by
8 online filing with the LWDA and by certified mail to the employer of the
9 specific provisions of the California Labor Code alleged to have been
10 violated, including the facts and theories to support the alleged violation.

11 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
12 2699.3(a) and any employer response to that notice shall be accompanied
13 by a filing fee of seventy-five dollars (\$75).

14 (c) The LWDA shall notify the employer and the aggrieved employee or
15 representative by certified mail that it does not intend to investigate the
16 alleged violation (“LWDA Notice”) within sixty (60) calendar days of the
17 postmark date of the aggrieved employee’s notice. Upon receipt of the
18 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
19 calendar days of the postmark date of the aggrieved employee’s notice,
20 the aggrieved employee may commence a civil action pursuant to
21 California Labor Code section 2699 to recover civil penalties.

22 48. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
23 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision
24 other than those listed in Section 2699.5 after the following requirements have been met:

25 (a) The aggrieved employee or representative shall give written notice by
26 online filing with the LWDA and by certified mail to the employer of the
27 specific provisions of the California Labor Code alleged to have been
28 violated (other than those listed in Section 2699.5), including the facts

1 and theories to support the alleged violation.

2 (b) An aggrieved employee's notice filed with the LWDA pursuant to
3 2699.3(c) and any employer response to that notice shall be accompanied
4 by a filing fee of seventy-five dollars (\$75).

5 (c) The employer may cure the alleged violation within thirty-three (33)
6 calendar days of the postmark date of the notice sent by the aggrieved
7 employee or representative. The employer shall give written notice
8 within that period of time by certified mail to the aggrieved employee or
9 representative and by online filing with the LWDA if the alleged violation
10 is cured, including a description of actions taken, and no civil action
11 pursuant to Section 2699 may commence. If the alleged violation is not
12 cured within the 33-day period, the aggrieved employee may commence
13 a civil action pursuant to Section 2699.

14 49. On February 19, 2025, Plaintiff provided written notice by online filing to the
15 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
16 Code alleged to have been violated, including facts and theories to support the alleged
17 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice
18 was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
19 PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff
20 PAGA Case Number LWDA-CM-1081075-25. A true and correct copy of Plaintiff's written
21 notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

22 50. As of the filing date of this complaint, over 65 days have passed since Plaintiff
23 sent the notice described above to the LWDA, and the LWDA has not responded that it intends
24 to investigate Plaintiff's claims and Defendants have not cured the violations.

25 51. Thus, Plaintiff has satisfied the administrative prerequisites under California
26 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
27 violations of California Labor Code sections 201, 202, 204, 206.5, 226(a), 226.7, 510, 512(a),
28 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and 2810.5.

1 52. Labor Code section 558(a) provides “[a]ny employer or other person acting on
2 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
3 provision regulating hours and days of work in any order of the Industrial Welfare Commission
4 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
5 each underpaid employee for each pay period for which the employee was underpaid (2)
6 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
7 each pay period for which the employee was underpaid” Labor Code section 558(c)
8 provides “[t]he civil penalties provided for in this section are in addition to any other civil or
9 criminal penalty provided by law.”

10 53. Defendants, at all times relevant to this complaint, were employers or persons
11 acting on behalf of an employer(s) who violated Plaintiff’s and other aggrieved employees’
12 rights by violating various sections of the California Labor Code as set forth above.

13 54. As set forth below, Defendants have violated numerous provisions of both the
14 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
15 Order.

16 55. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5.
17 2699(a), 2699(k), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the
18 public interest as a private attorney general, seeks assessment and collection of civil penalties
19 and injunctive relief for herself, all other aggrieved employees, and the State of California
20 against Defendants for violations of California Labor Code sections 201, 202, 204, 206.5,
21 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2802, and
22 2810.5.

23 **CLASS ACTION ALLEGATIONS**

24 56. Plaintiff brings this action on her own behalf, as well as on behalf of each and all
25 other persons similarly situated, and thus seeks class certification under California Code of Civil
26 Procedure section 382.

27 57. All claims alleged herein arise under California law for which Plaintiff seeks
28 relief authorized by California law.

1 58. Plaintiff’s proposed class consists of and is defined as follows:

2 All persons who worked for Defendants as non-exempt, hourly
3 paid employees in California, at any time from June 12, 2023,
 until the date of trial (“Class”).

4 59. Plaintiff’s proposed subclass consists of and is defined as follows:

5 All persons who worked for Defendants as non-exempt, hourly
6 paid employees in California and who received at least one wage
7 statement within one (1) year prior to the filing of the initial
 complaint until the date of trial (“Subclass”).

8 60. Members of the Class and Subclass are referred to herein as “class members.”

9 61. Plaintiff reserves the right to redefine the Class and Subclass and to add
10 additional subclasses as appropriate based on further investigation, discovery, and specific
11 theories of liability.

12 62. There are common questions of law and fact as to class members that
13 predominate over questions affecting only individual members, including, but not limited to:

- 14 (a) Whether Defendants required Plaintiff and class members to work over
15 eight (8) hours per day, over twelve (12) hours per day, or over forty (40)
16 hours per week and failed to pay all legally required overtime
17 compensation to Plaintiff and class members;
- 18 (b) Whether Defendants failed to pay Plaintiff and class members at least
19 minimum wages for all hours worked;
- 20 (c) Whether Defendants failed to provide Plaintiff and class members with
21 meal periods;
- 22 (d) Whether Defendants failed to authorize and permit Plaintiff and class
23 members to take rest periods;
- 24 (e) Whether Defendants provided Plaintiff and class members with complete
25 and accurate wage statements as required by California Labor Code
26 section 226(a);
- 27 (f) Whether Defendants maintained accurate payroll records as required by
28 California Labor Code section 1174(d);

- 1 (g) Whether Defendants failed to pay earned overtime wages, minimum
2 wages, meal and rest period premiums, and/or reporting time pay due to
3 Plaintiff and class members upon their discharge;
- 4 (h) Whether Defendants failed timely to pay overtime wages, minimum
5 wages, meal and rest period premiums, and/or reporting time pay due to
6 Plaintiff and class members during their employment;
- 7 (i) Whether Defendants unlawfully required Plaintiff and class members to
8 execute releases of claims as a condition to receiving their earned wages;
- 9 (j) Whether Defendants required Plaintiff and class members to report to
10 work, but failed to provide them with work or provided them with less
11 than half their usual or scheduled day's work, without properly
12 compensating them as required by California Code of Regulations, Title
13 8, section 11040(5);
- 14 (k) Whether Defendants failed to reimburse Plaintiff and class members for
15 necessary and required business-related expenditures and/or losses
16 incurred by them in the scope of their employment;
- 17 (l) Whether Defendants failed to provide written notice of information
18 material to Plaintiff's and class members' employment with Defendants;
- 19 (m) Whether Defendants engaged in unlawful and unfair business practices in
20 violation of California Business & Professions Code sections 17200, *et*
21 *seq.*; and
- 22 (n) The appropriate amount of damages, restitution, or monetary penalties
23 resulting from Defendants' violations of California law.

24 63. There is a well-defined community of interest in the litigation and the class
25 members are readily ascertainable:

- 26 (a) Numerosity: The class members are so numerous that joinder of all
27 members would be unfeasible and impractical. The membership of the
28 entire class is unknown to Plaintiff at this time; however, the class is

1 estimated to be greater than one hundred (100) individuals and the
2 identity of such membership is readily ascertainable by inspection of
3 Defendants' employment records.

4 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
5 the interests of each class member with whom she has a well-defined
6 community of interest, and Plaintiff's claims (or defenses, if any) are
7 typical of all class members as demonstrated herein.

8 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
9 the interests of each class member with whom she has a well-defined
10 community of interest and typicality of claims, as demonstrated herein.
11 Plaintiff acknowledges that she has an obligation to make known to the
12 Court any relationship, conflicts or differences with any class member.
13 Plaintiff's attorneys, the proposed class counsel, are versed in the rules
14 governing class action discovery, certification, and settlement. Plaintiff
15 has incurred, and throughout the duration of this action, will continue to
16 incur costs and attorneys' fees that have been, are, and will be necessarily
17 expended for the prosecution of this action for the substantial benefit of
18 each class member.

19 (d) Superiority: The nature of this action makes the use of class action
20 adjudication superior to other methods. A class action will achieve
21 economies of time, effort, and expense as compared with separate
22 lawsuits, and will avoid inconsistent outcomes because the same issues
23 can be adjudicated in the same manner and at the same time for the entire
24 class.

25 (e) Public Policy Considerations: Employers in the State of California violate
26 employment and labor laws every day. Current employees are often
27 afraid to assert their rights out of fear of direct or indirect retaliation.
28 Former employees are fearful of bringing actions because they believe

1 their former employers might damage their future endeavors through
2 negative references and/or other means. Class actions provide the class
3 members who are not named in the complaint with a type of anonymity
4 that allows for the vindication of their rights while simultaneously
5 protecting their privacy.

6 **FIRST CAUSE OF ACTION**

7 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**
8 **(Against all Defendants)**

9 64. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
10 and every allegation set forth above.

11 65. Labor Code section 1198 makes it illegal to employ an employee under
12 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
13 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
14 shall be the . . . standard conditions of labor for employees. The employment of any employee
15 . . . under conditions of labor prohibited by the order is unlawful.”

16 66. California Labor Code section 1198 and the applicable IWC Wage Order provide
17 that it is unlawful to employ persons without compensating them at a rate of pay either time-
18 and-one-half or two-times that person’s regular rate of pay, depending on the number of hours
19 worked by the person on a daily or weekly basis.

20 67. Specifically, the applicable IWC Wage Order provides that Defendants are and
21 were required to pay Plaintiff and class members working more than eight (8) hours in a day or
22 more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours
23 worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

24 68. The applicable IWC Wage Order further provides that Defendants are and were
25 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
26 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
27 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
28 employee, including nondiscretionary bonuses and incentive pay.

1 69. California Labor Code section 510 codifies the right to overtime compensation
2 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
3 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
4 (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for
5 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
6 the seventh (7th) day of work.

7 70. During the relevant time period, Defendants willfully failed to pay all overtime
8 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and class
9 members were not paid overtime premiums for all of the hours they worked in excess of eight
10 (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours
11 in a week, because all hours worked were not recorded.

12 71. First, Defendants had, and continue to have, a company-wide policy and/or
13 practice of discouraging and impeding Plaintiff and class members from recording hours
14 worked that were outside of their scheduled shifts in order to limit the amount of overtime
15 employees could accrue. Specifically, Defendants management pressured Plaintiff and class
16 members to record their scheduled shift start-times and shift end-times instead of their actual
17 hours worked to limit the overtime hours employees were eligible to be compensated for. This
18 policy of limiting overtime, coupled with Defendants' practices of understaffing and assigning
19 heavy workloads (*see infra*), led Plaintiff and class members to work off-the-clock after their
20 scheduled shifts in order to complete their assigned work tasks. Because Defendants
21 discouraged overtime accrual, Plaintiff and class members were required to complete assigned
22 tasks outside of their scheduled shifts without being compensated for the time they worked. For
23 example, approximately three (3) times per week, Plaintiff was required to continue working
24 after she had clocked out at her scheduled shift-end time, such as transporting patients in
25 wheelchairs to their vehicles and returning wheelchairs back inside of Defendants' premises, or
26 changing out of her uniform clothing and/or doff personal protective equipment ("PPE") and
27 drop them off in a designated area before she could go home for the day, which took up to ten
28 (10) minutes per instance.

1 72. Moreover, on information and belief, Defendants had a company-wide practice
2 of pressuring Plaintiff and class members to sign timesheet adjustment forms when they worked
3 outside of their scheduled hours, allowing Defendants' managers to manually enter or adjust
4 clock-out times for Plaintiff and class members. Upon information and belief, Defendants'
5 management would shave off some of the time Plaintiff and class members spent working in
6 order to limit overtime accrual. For example, when Plaintiff worked past her scheduled shift-
7 end time, Defendants' managers would often pressure her to sign a timesheet adjustment form,
8 thus allowing Defendants' managers to manually enter or adjust Plaintiff's clock-out times to
9 avoid paying additional wages to her. Thus, Defendants did not accurately record all hours
10 worked employees, and Plaintiff and class members received no compensation for this time.

11 73. In addition, Plaintiff and class members were required to review emails from
12 Defendants' management after their shifts or on their days off. For example, at the end of each
13 day, Plaintiff would receive an email from her supervisor with her work schedule and the
14 schedule of patient surgical procedures and treatments for the following work day, and spend
15 up to 15 minutes, off-the-clock, reviewing and responding to the emails.

16 74. Furthermore, Defendants had, and continue to have, a company-wide policy
17 and/or practice of requiring Plaintiff and class members to complete mandatory training
18 modules, but did not permit them to complete them during their shifts. For example, Plaintiff
19 was required to spend about six (6) hours completing Defendants' annual training module that
20 consisted of videos and quizzes while she was at home. Thus, Defendants failed to track all the
21 time Plaintiff and class members spent completing the mandatory training modules, and
22 Plaintiff and class members received no compensation for this time.

23 75. Second, as stated, Defendants had, and continue to have, a company-wide policy
24 and/or practice of understaffing their facilities while assigning heavy workloads, including
25 pressure to keep up with time-sensitive patient surgeries and medical procedures scheduled each
26 day without building in sufficient time to allow for 30-minute meal periods. Defendants'
27 policies and/or practices resulted in a failure to provide Plaintiff and class members with
28 adequate meal period coverage because there were too few employees on duty to handle the

1 workload and attend to patients. Because Defendants did not employ or staff a sufficient
2 number of employees to handle the heavy workload, there was no one available to relieve
3 employees needing meal period coverage, and Plaintiff and class members were not always
4 afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive
5 a meal period. Moreover, Defendants failed to schedule meal periods and/or adhere to a
6 schedule for meal periods, which further caused Plaintiff and class members to not be relieved
7 of their duties for compliant meal periods.

8 76. For example, about twice per month, Plaintiff worked straight through her meal
9 periods in order to keep up with a patient appointment schedule of approximately 50 surgeries
10 per day due to understaffing and the lack of meal period coverage. Moreover, Defendants'
11 surgeons added, removed, or rescheduled patient appointments without consulting Plaintiff's
12 direct supervisors, which further impeded Plaintiff from taking compliant meal periods.
13 Additionally, approximately twice per week, Plaintiff's meal periods were interrupted by
14 supervisors and coworkers requiring she return to the work floor to transport discharged patients
15 to their vehicles, often shortening Plaintiff's meal periods by up to 10 minutes. Thus, Plaintiff
16 and class members worked through meal periods and/or had meal periods cut short or
17 interrupted in order to handle their workloads. Defendants did not compensate Plaintiff and
18 class members for the time they spent working off the clock during meal periods.

19 77. Third, on information and belief, because Defendants frowned upon employees
20 accruing meal period premiums, Defendants' management pressured Plaintiff and class
21 members to clock out for meal periods and/or sign timesheet adjustment forms to reflect
22 compliant meal periods, and/or adjusted employee time records to reflect compliant meal
23 periods, even when they did not receive a compliant meal period. For example, about twice per
24 month, Plaintiff either would clock out for her meal period but would work through her unpaid
25 meal period, out of fear of being disciplined by Defendants, or Plaintiff's supervisor would edit
26 the meal period times on Plaintiff's timesheets. Thus, Defendants did not record all hours
27 worked during meal periods, and Plaintiff and class members performed work during meal
28 periods for which they were not paid.

78. Defendants knew or should have known that as a result of these company-wide practices and/or policies, Plaintiff and class members were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Plaintiff and class members worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and class members were not paid overtime wages for all of the overtime hours they actually worked.

79. Defendants' failure to pay Plaintiff and class members the balance of overtime compensation as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class members are entitled to recover from Defendants their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

**Violation of California Labor Code §§ 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198—
Unpaid Minimum Wages
(Against all Defendants)**

80. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

81. At all relevant times, California Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work for the employer, whether or not required to do so, as interpreted in accordance with the provisions of the Fair Labor Standards Act.” Cal. Code Regs. tit. 8, § 11040(2)(L) (defining “Hours Worked”).

82. First, as set forth above, as a result of Defendants' policies and/or practices of limiting the amount of overtime employees could accrue, pressuring employees to record only

1 their scheduled hours in the timekeeping system rather than actual hours worked, understaffing
2 their facilities, and assigning heavy workloads, Defendants required Plaintiff and class members
3 to perform work off-the-clock after their scheduled shifts to complete work-related tasks, such
4 as: transporting patients in wheelchairs to their vehicles and returning wheelchairs, changing
5 out of uniform clothing and/or doffing PPE and dropping them off in designated areas,
6 reviewing and responding to emails from supervisors, and completing mandatory online training
7 modules. Defendants failed to track this time that Plaintiff and class members spent working
8 off-the-clock, and Plaintiff and class members received no compensation for this time.

9 83. Moreover, as stated, upon information and belief, Defendants had a company-
10 wide practice of pressuring Plaintiff and class members to sign timesheet adjustment forms,
11 allowing Defendants' managers to manually enter or adjust Plaintiff's and class members clock-
12 out times, and subsequently shave off some of the time Plaintiff and class members worked
13 outside of their scheduled hours, to avoid payment of additional wages.

14 84. Second, as also stated above, due to Defendants' policies and/or practices of
15 understaffing their facilities while assigning heavy workloads and failing to schedule meal
16 periods and/or adhere to a schedule for meal periods, Plaintiff and class members were
17 prevented from taking all uninterrupted meal periods to which they were entitled and were
18 required to work off-the-clock during meal periods, have their meal periods interrupted, and/or
19 were otherwise not relieved of all duties during unpaid meal periods. Moreover, as stated, on
20 information and belief, in order to limit meal period premiums that Defendants would otherwise
21 owe, Defendants pressured Plaintiff and class members to clock out for meal periods and/or
22 sign timesheet adjustment forms to reflect compliant meal periods, and/or adjusted employee
23 time records to reflect compliant meal periods, even when meal periods were missed, short,
24 and/or interrupted. Thus, Defendants systematically failed to pay Plaintiff and class members
25 for actual hours worked during unpaid meal periods because these hours were not always
26 correctly recorded.

27 85. Defendants did not pay minimum wages for all hours worked by Plaintiff and
28 class members. To the extent that these off-the-clock hours did not qualify for overtime

1 premium payment, Defendants did not pay at least minimum wages for those hours worked off-
2 the-clock in violation of California Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1,
3 and 1198.

4 86. Defendants' failure to pay Plaintiff and class members minimum wages violates
5 California Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198. Pursuant to
6 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from
7 Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and interest
8 thereon.

9 **THIRD CAUSE OF ACTION**

10 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period** 11 **Violations** 12 **(Against all Defendants)**

13 87. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

15 88. At all relevant times herein set forth, California Labor Code section 512(a)
16 provides that an employer may not require, cause, or permit an employee to work for a period
17 of more than five (5) hours per day without providing the employee with a meal period of not
18 less than thirty (30) minutes, except that if the total work period per day of the employee is not
19 more than six (6) hours, the meal period may be waived by mutual consent of both the employer
20 and the employee. Under California law, first meal periods must start after no more than five
21 hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

22 89. At all relevant times herein set forth, California Labor Code sections 226.7,
23 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
24 meal period mandated by an applicable order of the IWC.

25 90. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a), and
26 the applicable IWC Wage Order also require employers to provide a second meal period of not
27 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
28 employee one (1) additional hour of pay at the employee's regular rate, except that if the total

1 hours worked is no more than twelve (12) hours, the second meal period may be waived by
2 mutual consent of the employer and the employee only if the first meal period was not waived.

3 91. During the relevant time period, as stated, Defendants had, and continue to have,
4 company-wide policies and/or practices of understaffing while assigning heavy workloads,
5 including pressure to keep up with several time-sensitive patient surgeries and medical
6 procedures scheduled each day without building in sufficient time to allow for 30-minute meal
7 periods, which prevented Plaintiff and class members from taking all timely, uninterrupted meal
8 periods to which they were entitled. Additionally, as also stated, Defendants had company-
9 wide practices and/or policies of failing to schedule meal periods and/or adhere to a schedule
10 for meal periods, which further caused Plaintiff and class members to not be relieved of their
11 duties for compliant meal periods.

12 92. As a result, Plaintiff and class members had to work through all or part of their
13 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
14 before taking meal periods. For example, as stated, about twice per month, Plaintiff worked
15 straight through her meal periods in order to keep up with a patient appointment schedule of
16 approximately 50 surgeries per day due to understaffing and the lack of meal period coverage.
17 Moreover, as also stated, Defendants' surgeons added, removed, or rescheduled appointments
18 without consulting Plaintiff's direct supervisors, which further impeded Plaintiff from taking
19 compliant meal periods. Additionally, as stated, approximately twice per week, Plaintiff's meal
20 periods were interrupted by supervisors and coworkers requiring that she return to the work
21 floor to transport discharged patients to their vehicles, often shortening Plaintiff's meal periods
22 by up to 10 minutes. As a further example, approximately 3-4 times per week, Plaintiff took
23 her meal periods late, after having worked in excess of five (5) hours into her shift, due to the
24 lack of coverage available.

25 93. Additionally, as stated, on information and belief, because Defendants frowned
26 upon employees accruing meal period premiums, Defendants' management pressured Plaintiff
27 and class members to clock out for meal periods and/or sign timesheet adjustment forms to
28 reflect compliant meal periods, and/or adjusted employee time records to reflect compliant meal

1 periods, regardless of whether they had received a compliant meal period or not, in order to
2 strictly limit the meal period premiums that would need to be paid by Defendants. For example,
3 as stated, Plaintiff was sometimes required to record that she had received compliant meal
4 periods on shifts when she had not, in fact, received these timely, uninterrupted meal periods
5 and/or Plaintiff's supervisor would edit Plaintiff's meal period times on Plaintiff's timesheets,
6 to reflect compliant meal periods. Plaintiff and class members did not sign valid meal period
7 waivers on days that they were entitled to meal periods and were not relieved of all duties.

8 94. At all times herein mentioned, Defendants knew or should have known that, as a
9 result of these policies, Plaintiff and class members were prevented from being relieved of all
10 duties and required to perform some of their assigned duties during meal periods. Defendants
11 further knew or should have known that Defendants did not pay Plaintiff and class members
12 meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

13 95. Moreover, Defendants engaged in a company-wide practice and/or policy of not
14 paying all meal period premiums owed when compliant meal periods are not provided. Because
15 of this practice and/or policy, Plaintiff and class members have not received premium pay for
16 all missed, late, and interrupted meal periods. As a result, Defendants failed to provide Plaintiff
17 and class members compliant meal periods in violation of California Labor Code sections 226.7,
18 512(a), and 516 and failed to pay the full meal period premiums due.

19 96. Defendants' conduct violates the applicable IWC Wage Order, and California
20 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
21 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
22 rate of compensation for each work day that the meal period was not provided.

23 **FOURTH CAUSE OF ACTION**

24 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 25 **(Against all Defendants)**

26 97. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
27 and every allegation set forth above.

28 98. At all relevant times herein set forth, the applicable IWC Wage Order and

1 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
2 members' employment by Defendants.

3 99. At all relevant times, the applicable IWC Wage Order provides that "[e]very
4 employer shall authorize and permit all employees to take rest periods, which insofar as
5 practicable shall be in the middle of each work period" and that the "rest period time shall be
6 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
7 hours or major fraction thereof" unless the total daily work time is less than three and one-half
8 (3 ½) hours.

9 100. At all relevant times, California Labor Code section 226.7 provides that no
10 employer shall require an employee to work during any rest period mandated by an applicable
11 order of the California IWC. To comply with its obligation to authorize and permit rest periods
12 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
13 must "relinquish any control over how employees spend their break time, and relieve their
14 employees of all duties—including the obligation that an employee remain on call. A rest
15 period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
16 257, 273 (2016).

17 101. During the relevant time period, Defendants regularly failed to authorize and
18 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
19 period worked or major fraction thereof. As with meal periods, Defendants' company-wide
20 policies and practices of understaffing and assigning heavy workloads, prevented Plaintiff and
21 class members from being able to take rest periods. Defendants also failed to schedule rest
22 periods, which, coupled with Defendants' failure to provide adequate rest period coverage,
23 further led to Plaintiff and class members not being authorized and permitted to take rest
24 periods.

25 102. Furthermore, upon information and belief, during the relevant time period,
26 Defendants maintained a company-wide on-premises rest period policy, which effectively
27 required that Plaintiff and/or class members remain on the work premises during their rest
28 periods. Because Plaintiff and/or class members were restricted from leaving the premises

1 during rest periods, they were denied the ability to use their rest periods freely for their own
2 purposes, such as running personal errands. Thus, Defendants effectively maintained control
3 over Plaintiff and/or class members during rest periods.

4 103. As a result of Defendants' practices and policies, Plaintiff and class members
5 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
6 receiving all uninterrupted rest periods to which they were entitled. For example, throughout
7 her employment, Plaintiff was often required to forgo her rest periods due to the heavy workload
8 and Defendants' failure to schedule rest periods for employees. When Plaintiff was able to take
9 rest periods, they would regularly be interrupted by coworkers and supervisors requiring her to
10 return to work to transport discharged patients to their vehicles.

11 104. Defendants have also engaged in a company-wide practice and/or policy of not
12 paying rest period premiums owed when compliant rest periods are not authorized and
13 permitted. Because of this practice and/or policy, Plaintiff and class members have not received
14 premium pay for all missed rest periods. As a result, Defendants denied Plaintiff and class
15 members rest periods and failed to pay them rest period premiums due, in violation of Labor
16 Code sections 226.7 and 516, and the applicable IWC Wage Order.

17 105. Defendants' conduct violates the applicable IWC Wage Order and California
18 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
19 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
20 compensation for each work day that a compliant rest period was not authorized and permitted.

21 **FIFTH CAUSE OF ACTION**

22 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**

23 **Statements and Failure to Maintain Accurate Payroll Records**

24 **(Against all Defendants)**

25 106. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
26 and every allegation set forth above.

27 107. At all relevant times herein set forth, California Labor Code section 226(a)
28 provides that every employer shall furnish each of his or her employees an accurate and

1 complete itemized wage statement in writing, including, but not limited to, the name and address
2 of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked,
3 and all applicable rates of pay.

4 108. At all relevant times, Defendants have knowingly and intentionally provided
5 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For
6 example, Defendants issued uniform wage statements to Plaintiff and Subclass members that
7 fail to correctly list: gross wages earned; total hours worked; net wages earned; and all
8 applicable hourly rates in effect during the pay period, including rates of pay for overtime
9 wages, and the corresponding number of hours worked at each hourly rate. Specifically,
10 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

11 109. Because Defendants did not record the time Plaintiff and Subclass members spent
12 working off the clock and deducted time from their records for meal periods that were
13 interrupted and/or missed (and therefore time for which they should have been paid),
14 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and
15 Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same reason,
16 Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass
17 members, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay
18 in effect during the pay period and the corresponding accurate number of hours worked at each
19 hourly rate, in violation of section 226(a)(9).

20 110. The wage statement deficiencies also include, among other things, failing to list
21 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
22 piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for
23 which employees were paid; failing to list the name of the employee and only the last four digits
24 of his or her social security number or an employee identification number other than a social
25 security number; failing to list the name and address of the legal entity that is the employer;
26 and/or failing to state all hours worked as a result of not recording or stating hours worked off-
27 the-clock. In addition, Defendants failed to provide Plaintiff and Subclass members the option
28 to elect to receive hard copies of their wage statements at any time and/or failed to provide them

1 with the ability to easily access the information and convert the wage statements into hard copies
2 at no expense to them.

3 111. California Labor Code section 1174(d) provides that “[e]very person employing
4 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
5 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
6 plants or establishments at which employees are employed, payroll records showing the hours
7 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
8 applicable piece rate paid to, employees employed at the respective plants or
9 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
10 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
11 members showing the daily hours they worked and the wages paid thereto as a result of failing
12 to record the off-the-clock hours that they worked.

13 112. California Labor Code section 1198 provides that the maximum hours of work
14 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
15 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
16 of any employees for longer hours than those fixed by the order or under conditions of labor
17 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
18 are required to keep accurate time records showing when the employee begins and ends each
19 work period and meal period. During the relevant time period, Defendants engaged in company-
20 wide practices and/or policies of failing to record actual hours worked (including falsifying time
21 records by recording that compliant meal periods were taken regardless of if or when meal
22 periods were actually taken), and thereby failed to keep accurate records of work period and
23 meal period start and end times for Plaintiff and Subclass members, in violation of section 1198.

24 113. Plaintiff and Subclass members are entitled to recover from Defendants the
25 greater of their actual damages caused by Defendants’ failure to comply with California Labor
26 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
27 employee.

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SIXTH CAUSE OF ACTION
Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon
Termination
(Against all Defendants)

114. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

115. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay that were not timely paid to Plaintiff and those class members no longer employed by Defendants upon their termination.

116. At all times relevant herein set forth, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

117. Defendants willfully failed to pay Plaintiff and class members who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

118. Defendants' failure to pay Plaintiff and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

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SEVENTH CAUSE OF ACTION
Violation of California Labor Code § 204—Failure to Timely Pay Wages During
Employment
(Against all Defendants)

119. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

120. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay that were not timely paid to Plaintiff and class members during their employment.

121. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

122. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

123. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

124. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within the time periods specified by California Labor Code section 204.

125. Defendants’ failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

EIGHTH CAUSE OF ACTION

Violation of Labor Code § 1198 and California Code of Regulations Title 8, Section 11040 Subdivision 5(A)—Failure to Provide Reporting Time Pay (Against all Defendants)

126. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

127. California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

128. The applicable IWC Wage Order, California Code of Regulations, Title 8, section 11040(5)(A), provides that “[e]ach workday an employee is required to report to the work site and does report, but is not put to work or is furnished less than half of his/her usual or scheduled day’s work, the employer shall be pay him/her for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

129. During the relevant time period, Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A), because Defendants failed to pay Plaintiff and class members reporting time pay when they reported to work for their usual or scheduled shift but were put to work for less than half of their usual or

1 scheduled day's work.

2 130. Defendants had a company-wide practice of sending Plaintiff and class members
3 home early from their shifts, including before they had worked at least half of their usual or
4 scheduled shift, but would not pay Plaintiff and class members for half of their usual or
5 scheduled shift. For example, when Plaintiff reported to work scheduled to work a shift of eight
6 (8) hours, Defendants' managers often sent Plaintiff home within one (1) hour after the start of
7 her shift, because some patients had cancelled their surgery appointments. However, on
8 information and belief, Plaintiff was only paid for the time she had worked. Although Plaintiff
9 and class members reported to work based on the schedule that was provided to them,
10 Defendants would send them home before they worked at least half of their usual or scheduled
11 shifts. When this occurred, Defendants did not pay Plaintiff and class members for at least half
12 of their scheduled day's work or the minimum reporting time pay.

13 131. Accordingly, Plaintiff and class members were not properly compensated with
14 reporting time pay in violation of California Labor Code section 1198 and California Code of
15 Regulations, Title 8, section 11040(5)(A). Plaintiff and class members are therefore entitled to
16 recover from Defendants unpaid wages and interest.

17 **NINTH CAUSE OF ACTION**

18 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 19 **(Against all Defendants)**

20 132. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
21 and every allegation set forth above.

22 133. At all times herein set forth, California Labor Code section 2802 provides that
23 an employer must reimburse employees for all necessary expenditures and losses incurred by
24 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
25 to prevent employers from passing off their cost of doing business and operating expenses on
26 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
27 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen tools
28 or equipment are required by the employer or are necessary to the performance of a job, such

1 tools and equipment shall be provided and maintained by the employer, except that an employee
2 whose wages are at least two (2) times the minimum wage provided herein may be required to
3 provide and maintain hand tools and equipment customarily required by the trade or craft.”

4 134. During the relevant time period, Defendants, on a company-wide basis, required
5 Plaintiff and class members to use their personal mobile devices, including, but not limited to,
6 cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for
7 the costs of their work-related mobile device and/or mobile data expenses. For example,
8 Plaintiff was required to use her personal cellular phone to communicate with her managers and
9 coworkers over email and text message regarding scheduling of medical procedures and special
10 requests from physicians. Although Defendants required Plaintiff and class members to use
11 their personal mobile devices and mobile data to carry out their work-related duties, Defendants
12 failed to reimburse them for their costs incurred.

13 135. Defendants could have provided Plaintiff and class members with company
14 mobile devices, or, Defendants could have reimbursed employees for the cost of their mobile
15 device usage. Instead, Defendants passed these operating costs onto Plaintiff and class
16 members.

17 136. Defendants’ company-wide policy and/or practice of not reimbursing employees
18 for expenses necessarily incurred and passing on their operating costs to Plaintiff and class
19 members violates California Labor Code section 2802. Defendants have intentionally and
20 willfully failed to reimburse Plaintiff and class members for necessary business-related
21 expenses and costs.

22 137. Pursuant to California Labor Code section 2802, Plaintiff and class members are
23 entitled to recover from Defendants their business-related expenses incurred during the course
24 and scope of their employment, plus interest, costs, and attorneys’ fees.

25 **TENTH CAUSE OF ACTION**

26 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

27 **(Against all Defendants)**

28 138. Plaintiff incorporates by reference and re-alleges as if fully stated herein each

1 and every allegation set forth above.

2 139. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
3 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
4 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 206.5, 1174(d), and
5 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to
6 recover civil penalties for violations of those Labor Code sections not found in section 2699.5,
7 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, 2802, and
8 2810.5.

9 140. Defendants’ conduct, as alleged herein, violates numerous sections of the
10 California Labor Code, including, but not limited to, the following:

- 11 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
12 Wage Order for Defendants’ failure to compensate Plaintiff and other
13 aggrieved employees with all required overtime pay, as alleged herein;
- 14 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198,
15 and the applicable IWC Wage Order for Defendants’ failure to
16 compensate Plaintiff and other aggrieved employees with at least
17 minimum wages for all hours worked, as alleged herein;
- 18 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
19 applicable IWC Wage Order for Defendants’ failure to provide Plaintiff
20 and other aggrieved employees with meal periods, as alleged herein;
- 21 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
22 IWC Wage Order for Defendants’ failure to authorize and permit Plaintiff
23 and other aggrieved employees to take rest periods, as alleged herein;
- 24 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
25 IWC Wage Order for failure to provide accurate and complete wage
26 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 27 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
28 IWC Wage Order for failure to maintain payroll records, as alleged

herein;

- (g) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as alleged herein;
- (h) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as alleged herein;
- (i) Violation of Labor Code section 206.5 for requiring Plaintiff and other aggrieved employees to execute releases of claims as a condition to receiving their earned wages, as set forth below;
- (j) Violation of Labor Code sections 1198 and the applicable IWC Wage Order for failure to pay when Plaintiff and other aggrieved employees were put to work for less than half of their usual or scheduled shifts, as alleged herein;
- (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other aggrieved employees for all business expenses necessarily incurred, as alleged herein; and
- (l) Violation of Labor Code section 2810.5(a)(1)(A)-(C), for failure to provide notice of material terms of employment, as set forth below.

141. At all relevant times herein set forth, California Labor Code section 206.5 prohibits employers from requiring employees to execute releases of a claim or right “on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. . . . ‘[E]xecution of a release’ includes requiring an employee, as a condition of being paid, to execute a statement of the hours he or she worked during a pay period which the employer knows to be false.”

142. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to release their claims for hours worked and meal and/or rest period violations, as a condition of being paid. For example, as stated, Defendants required Plaintiff

1 and other aggrieved employees to fill out timesheet adjustment forms when she clocked out
2 after her scheduled shift-end times and when she recorded noncompliant meal periods (*see*
3 *supra*). Defendants compelled Plaintiff and other aggrieved employees to sign these false
4 timesheet adjustment forms when they, in fact, had not been able to accurately record all of the
5 hours they had worked and/or were not provided all meal or rest periods.

6 143. Defendants' policy and practice of requiring Plaintiff and other aggrieved
7 employees to release their claims for uncompensated hours worked and/or their claims for meal
8 or rest periods violations, as a condition to receiving their wages, is in violation of California
9 Labor Code section 206.5. Plaintiff and other aggrieved employees are therefore entitled to
10 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

11 144. At all relevant times herein, California's Wage Theft Prevention Act was enacted
12 to ensure that employers provide employees with basic information material to their
13 employment relationship at the time of hiring, and to ensure that employees are given written
14 and timely notice of any changes to basic information material to their employment. Codified
15 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
16 time of hiring, an employer must provide written notice to employees containing basic and
17 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
18 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
19 any rates for overtime, the regular payday designated by the employer, and any allowances
20 claims as part of the minimum wage, including meal or lodging allowances. Labor Code
21 § 2810.5(a)(1)(A)-(C).

22 145. At all relevant times, on information and belief, Defendants failed, on a
23 company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that
24 lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

25 146. Defendants' failure to provide Plaintiff and class members with written notice of
26 basic information regarding their employment with Defendants is in violation of California
27 Labor Code section 2810.5. Plaintiff and other aggrieved employees are therefore entitled to
28 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

1 **ELEVENTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

3 **Unlawful Business Practices**

4 **(Against all Defendants)**

5 147. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 148. Defendants are “persons” as defined by California Business & Professions Code
8 section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or
9 associations.

10 149. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
11 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
12 suffered injury in fact and has lost money as a result of Defendants’ unlawful business practices.
13 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of
14 Code of Civil Procedure section 1021.5.

15 150. Defendants’ activities, as alleged herein, are violations of California law, and
16 constitute unlawful business acts and practices in violation of California Business & Professions
17 Code sections 17200, *et seq.*

18 151. A violation of California Business & Professions Code sections 17200, *et seq.*
19 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
20 policies and practices have violated state law in at least the following respects:

- 21 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
22 class members, to work overtime without paying them proper
23 compensation in violation of California Labor Code sections 510 and
24 1198, and the applicable IWC Wage Order, as alleged herein;
- 25 (b) Failing to pay at least minimum wage to Plaintiff and class members in
26 violation of California Labor Code sections 1182.12, 1182.14, 1194,
27 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
28 herein;

- 1 (c) Failing to provide all meal periods to Plaintiff and class members in
2 violation of California Labor Code sections 226.7, 512(a), 516, and 1198,
3 and the applicable IWC Wage Order, as alleged herein;
- 4 (d) Failing to authorize and permit Plaintiff and class members to take all rest
5 periods in violation of California Labor Code sections 226.7, 516, and
6 1198, and the applicable IWC Wage Order, as alleged herein;
- 7 (e) Failing to provide Plaintiff and class members with accurate wage
8 statements and failing to maintain accurate payroll records in violation of
9 California Labor Code sections 226(a), 1174(d), and 1198, and the
10 applicable IWC Wage Order, as alleged herein;
- 11 (f) Failing timely to pay all earned wages to Plaintiff and class members in
12 violation of California Labor Code section 204, as alleged herein;
- 13 (g) Requiring Plaintiff and class members to execute releases of claims as a
14 condition to receiving their earned wages, in violation of California Labor
15 Code section 206.5, as set forth below;
- 16 (h) Failing to pay reporting time pay in violation of California Labor Code
17 section 1198 and the applicable IWC Wage Order, as alleged herein;
- 18 (i) Failing to reimburse Plaintiff and class members for all business expenses
19 necessarily incurred in violation of California Labor Code section 2802,
20 as alleged herein; and
- 21 (j) Failing to provide written notice of information material to Plaintiff's and
22 class members' employment with Defendants in violation of California
23 Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

24 152. At all relevant times herein set forth, California Labor Code section 206.5
25 prohibits employers from requiring employees to execute releases of a claim or right "on
26 account of wages due, or to become due, or made as an advance on wages to be earned, unless
27 payment of those wages has been made. A release required or executed in violation of the
28 provisions of this section shall be null and void as between the employer and the employee. . . .

1 ‘[E]xecution of a release’ includes requiring an employee, as a condition of being paid, to
2 execute a statement of the hours he or she worked during a pay period which the employer
3 knows to be false.”

4 153. During the relevant time period, Defendants required Plaintiff and class members
5 to release their claims for uncompensated hours worked and meal and/or rest period violations,
6 as a condition of being paid. For example, as stated, Defendants required Plaintiff to fill out
7 and sign timesheet adjustment forms when she clocked out after her scheduled shift-end times
8 and when she recorded noncompliant meal periods (*see supra*).

9 154. Defendants compelled Plaintiff and class members to sign these false timesheet
10 adjustment forms when they, in fact, had not been able to accurately record all of the hours they
11 had worked and/or were not provided all meal or rest periods. Defendants’ policy and practice
12 of requiring Plaintiff and class members to release their claims for uncompensated hours worked
13 and/or their claims for meal or rest period violations, as a condition to receiving their wages, is
14 in violation of California Labor Code section 206.5.

15 155. At all relevant times herein, California’s Wage Theft Prevention Act was enacted
16 to ensure that employers provide employees with basic information material to their
17 employment relationship at the time of hiring, and to ensure that employees are given written
18 and timely notice of any changes to basic information material to their employment. Codified
19 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
20 time of hiring, an employer must provide written notice to employees containing basic and
21 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
22 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
23 any rates for overtime, the regular payday designated by the employer, and any allowances
24 claims as part of the minimum wage, including meal or lodging allowances. Labor Code
25 § 2810.5(a)(1)(A)-(C).

26 156. At all relevant times, on information and belief, Defendants failed, on a
27 company-wide basis, to provide written notice to Plaintiff and class members that lists the
28 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants’ failure

1 to provide Plaintiff and class members with written notice of basic information regarding their
2 employment with Defendants is in violation of California Labor Code section 2810.5.

3 157. As a result of the violations of California law herein described, Defendants
4 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have
5 suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

6 158. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
7 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
8 Defendants during a period that commences four years prior to the filing of the initial complaint;
9 a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
10 class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure
11 section 1021.5 and other applicable laws; and an award of costs.

12 **TWELFTH CAUSE OF ACTION**

13 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

14 **Unfair Business Practices**

15 **(Against all Defendants)**

16 159. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
17 and every allegation set forth above.

18 160. Defendants are "persons" as defined by California Business & Professions Code
19 section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or
20 associations.

21 161. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, and
22 harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in
23 fact and has lost money as a result of Defendants' unfair business practices. Plaintiff seeks to
24 enforce important rights affecting the public interest within the meaning of Code of Civil
25 Procedure section 1021.5.

26 162. Defendants' activities, namely Defendants' company-wide practice and/or policy
27 of not paying Plaintiff and class members all meal and rest period premiums due to them under
28 Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee

1 and enhanced enforcement implemented by section 226.7. The statutory remedy provided by
2 section 226.7 is a “‘dual-purpose’ remedy intended primarily to compensate employees, and
3 secondarily to shape employer conduct.” *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th
4 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and
5 class members as part of their employment with Defendants, and thus Defendants’ practice
6 and/or policy of denying these statutory benefits constitutes an unfair business practice in
7 violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

8 163. A violation of California Business & Professions Code sections 17200, *et seq.*
9 may be predicated on any unfair business practice. In the instant case, Defendants’ policies and
10 practices have violated the spirit of California’s meal and rest period laws and constitute acts
11 against the public policy behind these laws.

12 164. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
13 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
14 benefits implemented by section 226.7 withheld and retained by Defendants during a period that
15 commences four years prior to the filing of the initial complaint; a permanent injunction
16 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff
17 and class members; an award of attorneys’ fees pursuant to California Code of Civil Procedure
18 section 1021.5 and other applicable laws; and an award of costs.

19 **REQUEST FOR JURY TRIAL**

20 Plaintiff requests a trial by jury.

21 **PRAYER FOR RELIEF**

22 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against
23 Defendants, jointly and severally, as follows:

24 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys’ fees in
25 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff
26 reserves the right to amend her prayer for relief to seek a different amount.

27 **Class Certification**

28 2. That this case be certified as a class action;

3. That Plaintiff be appointed as the representative of the Class and Subclass;

4. That counsel for Plaintiff be appointed as class counsel.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to pay all overtime wages due to Plaintiff and class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order by willfully failing to pay minimum wages to Plaintiff and class members;

11. For general unpaid wages and such general and special damages as may be appropriate;

12. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

14. For liquidated damages pursuant to California Labor Code section 1194.2; and

15. For such other and further relief as the Court may deem equitable and appropriate.

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As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiff and class members;

17. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

18. For all actual, consequential, and incidental losses and damages, according to proof;

19. For premiums pursuant to California Labor Code section 226.7(c);

20. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

24. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

25. For all actual, consequential, and incidental losses and damages, according to proof;

26. For premiums pursuant to California Labor Code section 226.7(c);

27. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For injunctive relief pursuant to California Labor Code section 226(h);

33. For statutory penalties pursuant to California Labor Code section 226(e);

34. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay owed at the time of termination of the employment of Plaintiff and other terminated class members;

37. For all actual, consequential and incidental losses and damages, according to proof;

38. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

39. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

40. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay during their employment;

43. For all actual, consequential and incidental losses and damages, according to proof;

44. For statutory penalties according to proof pursuant to California Labor Code section 210;

45. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

46. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A) by failing to provide Plaintiff and class members with reporting time pay;

49. For all actual, consequential and incidental losses and damages, according to proof;

50. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law; and

51. For such other and further relief as the Court may deem equitable and

appropriate.

As to the Ninth Cause of Action

52. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and class members;

53. For unpaid business-related expenses and such general and special damages as may be appropriate;

54. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due pursuant to California Labor Code section 2802(b), or as otherwise provided by law;

55. For all actual, consequential, and incidental losses and damages, according to proof;

56. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

57. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

58. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 206.5 (by requiring employees to release claims as a condition to receive earned wages); 1198 and the applicable IWC Wage Order (by failing to provide reporting time pay); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide notice of material terms of

employment);

59. For civil penalties pursuant to the California Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and/or 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 206.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1182.14, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

60. For pre-judgment and post-judgment interest as provided by law;

61. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eleventh Cause of Action

62. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them; failing to provide Plaintiff and class members all minimum wages due to them; failing to provide Plaintiff and class members all meal periods; failing to authorize and permit Plaintiff and class members to take all rest periods; failing to provide Plaintiff and class members accurate and complete wage statements; failing to maintain accurate payroll records for Plaintiff and class members; failing to timely pay Plaintiff and class members all earned wages during employment; requiring employees to release claims as a condition to receive earned wages, failing to pay Plaintiff and class members reporting time pay; failing to reimburse Plaintiff and class members for business-related expenses; and failing to provide written notice of material terms of employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

63. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

64. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

65. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

1 California Code of Civil Procedure section 1021.5; and

2 66. For such other and further relief as the Court may deem equitable and
3 appropriate.

4 **As to the Twelfth Cause of Action**

5 67. That the Court declare, adjudge and decree that Defendants' conduct of denying
6 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an
7 unfair business practice in violation of California Business and Professions Code sections
8 17200, *et seq.*;

9 68. For restitution of the statutory benefits under section 226.7 unfairly withheld
10 from Plaintiff and class members and prejudgment interest from the day such amounts were due
11 and payable;

12 69. For the appointment of a receiver to receive, manage, and distribute any and all
13 funds disgorged from Defendants and determined to have been wrongfully acquired by
14 Defendants as a result of violations of California Business & Professions Code sections 17200,
15 *et seq.*;

16 70. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
17 California Code of Civil Procedure section 1021.5;

18 71. For pre-judgment and post-judgment interest as provided by law; and

19 72. For such other and further relief as the Court may deem equitable and
20 appropriate.

21
22 Dated: April 28, 2025

Respectfully submitted,

23 Capstone Law APC

24
25 By: 

26 Bevin Allen Pike
27 Daniel S. Jonathan
28 Trisha K. Monesi
Shealene P. Mancuso

Attorneys for Plaintiff Latrice Johnson

EXHIBIT “1”



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February 19, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Latrice Johnson v. Sequoia Surgical Pavillion LLC, et al.*

Dear PAGA Administrator:

This office represents Latrice Johnson in connection with her claims under the California Labor Code. Ms. Johnson was an employee of SEQUOIA SURGICAL PAVILION LLC; NSH CALIFORNIA, LLC; NSH MANAGEMENT OF CALIFORNIA, LLC; NATIONAL SURGICAL HOSPITALS, LLC; SEQUOIA SURGICAL CENTER, L.P.; SEQUOIA SURGICAL CENTER HOLDING COMPANY, LLC; and/or SURGERY PARTNERS, INC. For the purpose of this letter, Ms. Johnson collectively refers to these entities as "SEQUOIA."

The employers may be contacted directly at the addresses below:

SEQUOIA SURGICAL PAVILION LLC
2405 SHADELANDS DRIVE, SUITE 200
WALNUT CREEK, CA 94598

NSH CALIFORNIA, LLC
340 SEVEN SPRINGS WAY, SUITE 600
BRENTWOOD, TN 37027

NSH MANAGEMENT OF CALIFORNIA, LLC
340 SEVEN SPRINGS WAY, SUITE 600
BRENTWOOD, TN 37027

NATIONAL SURGICAL HOSPITALS, LLC
340 SEVEN SPRINGS WAY, SUITE 600
BRENTWOOD, TN 37027

SEQUOIA SURGICAL CENTER, L.P.
2405 SHADELANDS DRIVE, SUITE 200
WALNUT CREEK, CA 94598

SEQUOIA SURGICAL CENTER HOLDING
COMPANY, LLC
2405 SHADELANDS DRIVE, SUITE 200
WALNUT CREEK, CA 94598

SURGERY PARTNERS, INC.
340 SEVEN SPRINGS WAY, SUITE 600
BRENTWOOD, TN 37027

Ms. Johnson intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the

Labor Code Private Attorneys General Act of 2004 (“PAGA”). Ms. Johnson seeks relief on behalf of herself, the State of California, and other persons who are or were employed by SEQUOIA as a non-exempt, hourly paid employees in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

SEQUOIA employed Ms. Johnson as an hourly paid, non-exempt employee from approximately August 2024 to December 2024 as a Patient Care Assistant. Ms. Johnson worked at SEQUOIA’s surgical center located in Walnut Creek, California. During her employment, Ms. Johnson typically worked eight (8) hours or more per day and five (5) days per week. At the time her employment ended, Ms. Johnson was compensated approximately \$40.00 per hour. Her job duties included, without limitation, assisting in the treatment and care of patients in the pre- and post-procedure phases, transporting patients to vehicles for discharge, and stocking patient bays with necessary supplies.

SEQUOIA committed each of the following Labor Code violations against Ms. Johnson, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

SEQUOIA’s Company-Wide and Uniform Payroll and HR Practices

SEQUOIA SURGICAL PAVILION LLC; NSH CALIFORNIA, LLC; NSH MANAGEMENT OF CALIFORNIA, LLC; and SEQUOIA SURGICAL CENTER HOLDING COMPANY, LLC are California limited liability companies. NATIONAL SURGICAL HOSPITALS, LLC is a Delaware limited liability company. SEQUOIA SURGICAL CENTER, L.P. is a California limited partnership. SURGERY PARTNERS, INC. is a Delaware corporation. Together, they own and operate more than 200 surgical facilities in 33 states, including approximately 30 surgical facilities and ancillary services in California. Upon information and belief, SEQUOIA maintains a single, centralized Human Resources (“HR”) department at its company headquarters in Walnut Creek, California, or Brentwood, Tennessee, which is responsible for the recruiting and hiring of new employees, and communicating and implementing SEQUOIA’s company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California. At all relevant times, SEQUOIA issued and maintained standardized documents and/or written policies, including new hire documents and/or policies, to all non-exempt, hourly paid employees in California, including Ms. Johnson and other aggrieved employees, regardless of their location or position.

Upon information and belief, SEQUOIA also maintains a centralized Payroll department at its company headquarters in Walnut Creek, California, or Brentwood, Tennessee, which processes payroll for all non-exempt, hourly paid employees working for SEQUOIA at their various locations in California, including Ms. Johnson and other aggrieved employees. Further, SEQUOIA issues the

¹ These facts, theories, and claims are based on Ms. Johnson’s experience and counsel’s review of those records currently available relating to Ms. Johnson’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Johnson reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

same formatted wage statements in the same manner for all non-exempt, hourly paid employees in California, including Ms. Johnson and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, SEQUOIA utilized the same methods and formulas when calculating wages due to Ms. Johnson and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

During the relevant time period, SEQUOIA willfully failed to pay all overtime wages owed to Ms. Johnson and other aggrieved employees. More specifically, Ms. Johnson and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were not recorded.

First, during the relevant time period, upon information and belief, SEQUOIA had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Johnson and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. Specifically, SEQUOIA's management pressured Ms. Johnson and other aggrieved employees to record their scheduled shift start-times and shift end-times instead of their actual hours worked to limit the overtime hours for which employees were eligible to be compensated. This policy of limiting overtime, coupled with SEQUOIA's practices of understaffing and assigning heavy workloads (*see infra*), led Ms. Johnson and other aggrieved employees to work off-the-clock after their scheduled shifts in order to complete their assigned work tasks. Because SEQUOIA discouraged overtime accrual, Ms. Johnson and other aggrieved employees were required to complete assigned tasks outside of their scheduled shifts without being compensated for the time they worked. For example, approximately three (3) times per week, Ms. Johnson was required to continue working after she had clocked out at her scheduled shift-end time, such as transporting patients in wheelchairs to their vehicles and returning wheelchairs back inside of SEQUOIA's premises, or changing out of her uniform clothing and/or doffing personal protective equipment ("PPE") and dropping them off in a designated area before she could go home for the day, which took up to ten (10) minutes per instance.

Moreover, on information and belief, SEQUOIA had a company-wide practice of pressuring Ms. Johnson and other aggrieved employees to sign timesheet adjustment forms when they worked outside of their scheduled hours, allowing SEQUOIA's managers to manually enter or adjust clock-out times for Ms. Johnson and other aggrieved employees. Upon information and belief, SEQUOIA's management would shave off some of the time Ms. Johnson and other aggrieved employees spent working in order to limit overtime accrual. For example, when Ms. Johnson worked past her scheduled shift-end time, SEQUOIA's managers would often pressure her to sign a

timesheet adjustment form, thus allowing SEQUOIA's managers to manually enter or adjust Ms. Johnson's clock-out times to avoid paying additional wages to her. Thus, SEQUOIA did not accurately record all hours worked employees, and Ms. Johnson and other aggrieved employees received no compensation for this time.

In addition, Ms. Johnson and other aggrieved employees were required to review emails from SEQUOIA's management after their shifts or on their days off. For example, at the end of each day, Ms. Johnson would receive an email from her supervisor with her work schedule and the schedule of patient surgical procedures and treatments for the following work day, and spend up to fifteen (15) minutes, off-the-clock, reviewing and responding to the emails.

Furthermore, SEQUOIA had, and continues to have, a company-wide policy and/or practice of requiring Ms. Johnson and other aggrieved employees to complete mandatory training modules, but did not permit them to complete them during their shifts. For example, Ms. Johnson was required to spend about six (6) hours completing SEQUOIA's annual training module that consisted of videos and quizzes while she was at home. Thus, SEQUOIA failed to track all the time Ms. Johnson and other aggrieved employees spent completing the mandatory training modules, and Ms. Johnson and other aggrieved employees received no compensation for this time.

Second, as stated, SEQUOIA had, and continues to have, a company-wide policy and/or practice of understaffing its facilities while assigning heavy workloads, including pressure to keep up with time-sensitive patient surgeries and medical procedures scheduled each day without building in sufficient time to allow for 30-minute meal periods. SEQUOIA's policies and/or practices resulted in a failure to provide Ms. Johnson and other aggrieved employees with adequate meal period coverage because there were too few employees on duty to handle the workload and attend to patients. Because SEQUOIA did not employ or staff a sufficient number of employees to handle the heavy workload, there was no one available to relieve employees needing meal period coverage, and Ms. Johnson and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period.

Moreover, SEQUOIA failed to schedule meal periods and/or adhere to a schedule for meal periods, which further caused Ms. Johnson and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, about twice per month, Ms. Johnson worked straight through her meal periods in order to keep up with a patient appointment schedule of approximately 50 surgeries per day due to understaffing and the lack of meal period coverage. Moreover, SEQUOIA's surgeons added, removed, or rescheduled patient appointments without consulting Ms. Johnson's direct supervisors, which further impeded Ms. Johnson from taking compliant meal periods. Additionally, approximately twice per week, Ms. Johnson's meal periods were interrupted by supervisors and coworkers requiring that she return to the work floor to transport discharged patients to their vehicles, often shortening Ms. Johnson's meal periods by up to ten (10) minutes. Thus, Ms. Johnson and other aggrieved employees worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads. SEQUOIA did not compensate Ms. Johnson and other aggrieved employees for the time they spent working off the clock during meal periods.

Third, on information and belief, because SEQUOIA frowned upon employees accruing meal period premiums, SEQUOIA's management pressured Ms. Johnson and other aggrieved employees to clock out for meal periods and/or sign timesheet adjustment forms to reflect compliant meal periods, and/or adjusted employee time records to reflect compliant meal periods, even when they did not receive a

compliant meal period. For example, about twice per month, Ms. Johnson either would clock out for her meal period but would work through her unpaid meal period, out of fear of being disciplined by SEQUOIA, or Ms. Johnson's supervisor would edit the meal period times on Ms. Johnson's timesheets. Thus, SEQUOIA did not record all hours worked during meal periods, and Ms. Johnson and other aggrieved employees performed work during meal periods for which they were not paid.

SEQUOIA knew or should have known that as a result of these company-wide practices and/or policies, Ms. Johnson and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Johnson and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Johnson and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

SEQUOIA's failure to pay Ms. Johnson and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11040(2)(L) (defining "Hours Worked").

First, as set forth above, as a result of SEQUOIA's policies and/or practices of limiting the amount of overtime employees could accrue, pressuring employees to record only their scheduled hours in the timekeeping system rather than actual hours worked, understaffing its facilities, and assigning heavy workloads, SEQUOIA required Ms. Johnson and other aggrieved employees to perform work off-the-clock after their scheduled shifts to complete work-related tasks, such as: transporting patients in wheelchairs to their vehicles and returning wheelchairs, changing out of uniform clothing and/or doffing PPE and dropping them off in designated areas, reviewing and responding to emails from supervisors, and completing mandatory online training modules. SEQUOIA failed to track this time that Ms. Johnson and other aggrieved employees spent working off-the-clock, and Ms. Johnson and other aggrieved employees received no compensation for this time.

Moreover, as stated, upon information and belief, SEQUOIA had a company-wide practice of pressuring Ms. Johnson and other aggrieved employees to sign timesheet adjustment forms, allowing SEQUOIA's managers to manually enter or adjust Ms. Johnson's and other aggrieved employees' clock-out times, and subsequently shave off some of the time Ms. Johnson and other aggrieved employees worked outside of their scheduled hours, to avoid payment of additional wages.

Second, as also stated above, due to SEQUOIA's policies and/or practices of understaffing its facilities while assigning heavy workloads and failing to schedule meal periods and/or adhere to a schedule for meal periods, Ms. Johnson and other aggrieved employees were prevented from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Moreover, as stated, on information and belief, in order to limit meal period premiums that SEQUOIA would otherwise owe, SEQUOIA pressured Ms. Johnson and other aggrieved employees to clock out for meal periods and/or sign timesheet adjustment forms to reflect compliant meal periods, and/or adjusted employee time records to reflect compliant meal periods, even when meal periods were missed, short, and/or interrupted. Thus, SEQUOIA systematically failed to pay Ms. Johnson and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

SEQUOIA did not pay at least minimum wages for all hours worked by Ms. Johnson and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, SEQUOIA did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198.

Accordingly, SEQUOIA regularly failed to pay at least minimum wages to Ms. Johnson and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198. Ms. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1182.14, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 512, 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, as stated, SEQUOIA had, and continues to have, company-wide policies and/or practices of understaffing while assigning heavy workloads, including pressure to keep up with several time-sensitive patient surgeries and medical procedures scheduled each day

without building in sufficient time to allow for 30-minute meal periods, which prevented Ms. Johnson and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Additionally, as also stated, SEQUOIA had company-wide practices and/or policies of failing to schedule meal periods and/or adhere to a schedule for meal periods, which further caused Ms. Johnson and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Johnson and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, about twice per month, Ms. Johnson worked straight through her meal periods in order to keep up with a patient appointment schedule of approximately fifty (50) surgeries per day due to understaffing and the lack of meal period coverage. Moreover, as also stated, SEQUOIA's surgeons added, removed, or rescheduled appointments without consulting Ms. Johnson's direct supervisors, which further impeded Ms. Johnson from taking compliant meal periods. Additionally, as stated, approximately twice per week, Ms. Johnson's meal periods were interrupted by supervisors and coworkers requiring that she return to the work floor to transport discharged patients to their vehicles, often shortening Ms. Johnson's meal periods by up to ten (10) minutes. As a further example, approximately 3-4 times per week, Ms. Johnson took her meal periods late, after having worked in excess of five (5) hours into her shift, due to the lack of coverage available.

Additionally, as stated, on information and belief, because SEQUOIA frowned upon employees accruing meal period premiums, SEQUOIA's management pressured Ms. Johnson and other aggrieved employees to clock out for meal periods and/or sign timesheet adjustment forms to reflect compliant meal periods, and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by SEQUOIA. For example, as stated, Ms. Johnson was sometimes required to record that she had received compliant meal periods on shifts when she had not, in fact, received these timely, uninterrupted meal periods and/or Ms. Johnson's supervisor would edit Ms. Johnson's meal period times on Ms. Johnson's timesheets, to reflect compliant meal periods. Ms. Johnson and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, SEQUOIA knew or should have known that, as a result of these policies, Ms. Johnson and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. SEQUOIA further knew or should have known that it did not pay Ms. Johnson and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Moreover, SEQUOIA engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Johnson and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, SEQUOIA failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, SEQUOIA regularly failed to authorize and permit Ms. Johnson and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, SEQUOIA's company-wide policies and practices of understaffing and assigning heavy workloads prevented Ms. Johnson and other aggrieved employees from being able to take rest periods. SEQUOIA also failed to schedule rest periods, which, coupled with SEQUOIA's failure to provide adequate rest period coverage, further led to Ms. Johnson and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, SEQUOIA maintained a company-wide on-premises rest period policy, which effectively required that Ms. Johnson and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Johnson and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, SEQUOIA effectively maintained control over Ms. Johnson and other aggrieved employees during rest periods.

As a result of SEQUOIA's practices and policies, Ms. Johnson and other aggrieved employees worked shifts in excess of three and one-half hours (3 ½) hours, in excess of six (6) hours, and/or in excess of ten (10) hours without receiving all uninterrupted rest periods to which they were entitled. For example, Ms. Johnson had to forgo her rest periods altogether due to heavy workload and SEQUOIA's failure to schedule rest periods for employees. When Ms. Johnson was able to take rest periods, they would regularly be interrupted by coworkers and supervisors requiring her to return to work to transport discharged patients to their vehicles.

SEQUOIA has also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Johnson and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, SEQUOIA failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. SEQUOIA has not provided Ms. Johnson and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, SEQUOIA has knowingly and intentionally provided Ms. Johnson and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, SEQUOIA issued uniform wage statements to Ms. Johnson and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, SEQUOIA violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because SEQUOIA did not record the time Ms. Johnson and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), SEQUOIA did not list the correct amount of gross wages and net wages earned by Ms. Johnson and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, SEQUOIA failed to accurately list the total number of hours worked by Ms. Johnson and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock. In addition, SEQUOIA failed to provide Ms. Johnson and other aggrieved employees the option to elect to receive hard copies of their wage statements at any time and/or failed to provide them with the ability to easily access the information and convert the wage statements into hard copies at no expense to them.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), SEQUOIA willfully failed to maintain accurate payroll records for Ms. Johnson and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, SEQUOIA engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Johnson and other aggrieved employees, in violation of section 1198.

Because SEQUOIA failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Johnson and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Johnson and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are

deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, SEQUOIA willfully failed to pay Ms. Johnson and other aggrieved employees all wages due including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within the time periods specified by California Labor Code section 204.

Ms. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

SEQUOIA willfully failed to pay Ms. Johnson and other aggrieved employees who are no longer employed by SEQUOIA the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving SEQUOIA's employ.

Ms. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 206.5 – Release of Claims for Wages Due

California Labor Code section 206.5 prohibits employers from requiring employees to execute releases of a claim or right "on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. . . . '[E]xecution of a release' includes requiring an employee, as a condition of being paid, to execute a statement of the hours he or she worked during a pay period which the employer knows to be false."

During the relevant time period, SEQUOIA required Ms. Johnson and other aggrieved employees to release their claims for uncompensated hours worked and meal and/or rest period violations, as a condition of being paid. For example, as stated, SEQUOIA required Ms. Johnson to fill out and sign timesheet adjustment forms when she clocked out after her scheduled shift-end times and when she recorded noncompliant meal periods (*see supra*). SEQUOIA compelled Ms. Johnson and other aggrieved employees to sign these false timesheet adjustment forms when they, in fact, had not been able to accurately record all of the hours they had worked and/or were not provided all meal or rest periods. SEQUOIA's policy and practice of requiring Ms. Johnson and other aggrieved employees

to release their claims for uncompensated hours worked and/or their claims for meal or rest period violations, as a condition to receiving their wages, is in violation of California Labor Code section 206.5

Ms. Johnson and other aggrieved employees are entitled to civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with Labor Code section 206.5, pursuant to Labor Code sections 2699(a), (f) and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11040 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11040(5)(A) provides that “[e]ach 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 scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, SEQUOIA violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A), because SEQUOIA failed to pay Ms. Johnson and other aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the usual or scheduled day’s work.

SEQUOIA had a company-wide practice of sending Ms. Johnson and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Ms. Johnson and other aggrieved employees for half of their usual or scheduled shift. For example, when Ms. Johnson reported to work scheduled to work a shift of eight (8) hours, SEQUOIA’s managers often sent Ms. Johnson home within one (1) hour after the start of her shift, because some patients had cancelled their surgery appointments. However, on information and belief, Ms. Johnson was only paid for the time she had worked. Although Ms. Johnson and other aggrieved employees reported to work based on the schedule that was provided to them, SEQUOIA would send them home before they worked at least half of their usual or scheduled shifts. When this occurred, SEQUOIA did not pay Ms. Johnson and other aggrieved employees for at least half of their scheduled day’s work or the minimum reporting time pay.

Accordingly, Ms. Johnson and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11040(5)(A).

Ms. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, SEQUOIA, on a company-wide basis, required Ms. Johnson and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Ms. Johnson was required to use her personal cellular phone to communicate with her managers and coworkers over email and text message regarding scheduling of medical procedures and special requests from physicians. Although SEQUOIA required Ms. Johnson and other aggrieved employees to use their personal mobile devices and mobile data to carry out their work-related duties, SEQUOIA failed to reimburse them for their costs incurred.

SEQUOIA could have provided Ms. Johnson and other aggrieved employees with company mobile devices, or, SEQUOIA could have reimbursed employees for the cost of their mobile device usage. Instead, SEQUOIA passed these operating costs onto Ms. Johnson and other aggrieved employees.

Thus, SEQUOIA had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging

allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

SEQUOIA failed to provide Ms. Johnson and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). SEQUOIA's failure to provide Ms. Johnson and other aggrieved employees with written notice of basic information regarding their employment with SEQUOIA is in violation of Labor Code section 2810.5.

Ms. Johnson and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SEQUOIA into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." SEQUOIA, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Johnson's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Johnson seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Johnson acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against SEQUOIA for violations of California Labor Code sections 201, 202, 204, 206.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1182.14, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Johnson seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Olivia Green
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4810

Best Regards,

A handwritten signature in black ink that reads "Olivia Green". The signature is written in a cursive, flowing style with a large initial "O".

Olivia Green

Copy: SEQUOIA SURGICAL PAVILION LLC (via U.S. Certified Mail); NSH CALIFORNIA, LLC (via U.S. Certified Mail); NSH MANAGEMENT OF CALIFORNIA, LLC (via U.S. Certified Mail); NATIONAL SURGICAL HOSPITALS, LLC (via U.S. Certified Mail); SEQUOIA SURGICAL CENTER, L.P. (via U.S. Certified Mail); SEQUOIA SURGICAL CENTER HOLDING COMPANY, LLC (via U.S. Certified Mail); SURGERY PARTNERS, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
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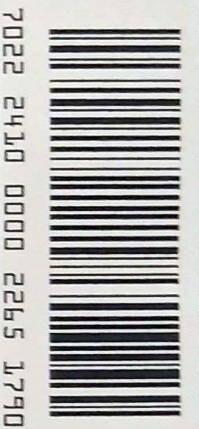
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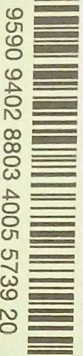
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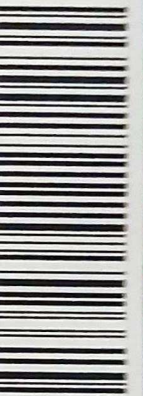
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Very Restricted Delivery
Restricted Delivery
(over \$500)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067



7022 2410 0000 2265 1776

NSH MANAGEMENT OF
CALIFORNIA, LLC
340 SEVEN SPRINGS
WAY, SUITE 600
BRENTWOOD, TN 37027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

NSH MANAGEMENT OF
CALIFORNIA, LLC
340 SEVEN SPRINGS
WAY, SUITE 600
BRENTWOOD, TN 37027



9590 9402 8803 4005 5739 06

2 Article Number: Transfer from sender's label

7022 2410 0000 2265 1776

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

7022 2410 0000 2265 1776

**U.S. Postal Service®
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee

Townsend v.

Seavick

Extra Services & Fees (Amount Due and fee in parentheses)
Certified Mail Restricted Delivery (Certified Mail Fee) \$0.00
Certified Mail Restricted Delivery (Certified Mail Fee) \$0.00

Postage

Insurance

Signature

Other

Total

Amount

Value

Other

Other

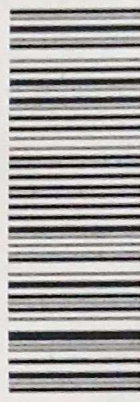
Other

Other

PS Form 3800, April 2013 PSN 7530-02-000-9053 Form 3800-000-000-0000

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

7022 2410 0000 2265 1769



NSH CALIFORNIA, LLC
340 SEVEN SPRINGS
WAY, SUITE 600
BRENTWOOD, TN 37027

7022 2410 0000 2265 1769

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

NSH CALIFORNIA, LLC
340 SEVEN SPRINGS
WAY, SUITE 600
BRENTWOOD, TN 37027

For delivery information, visit our website at www.usps.com.
Certified Mail Fee
Signature Required (handwritten) \$
Insurance (handwritten) \$
Postage \$
Total \$
City State Zip

NOBSON J.
SEAVOUR

PS Form 3811, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

NSH CALIFORNIA, LLC
340 SEVEN SPRINGS
WAY, SUITE 600
BRENTWOOD, TN 37027

9590 9402 8803 4005 5740 88



2. Article Number (Transfer from service label)

7022 2410 0000 2265 1769

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
Agent

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

- Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067

7022 2410 0000 2265 1752



U.S. Postal Service[®]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

\$011.50

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy)
☐ Return Receipt (electronic)

Signature

SEQUOIA SURGICAL
PAVILION LLC
2405 SHADELANDS
DRIVE, SUITE 200
WALNUT CREEK, CA 94598

PS Form 3800, April 2015 PSN 7530-02-000-9007

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SEQUOIA SURGICAL
PAVILION LLC
2405 SHADELANDS
DRIVE, SUITE 200
WALNUT CREEK, CA 94598



9590 9402 8803 4005 5740 71

2. *Adult Signature (Transfer from service label)*

7022 2410 0000 2265 1752

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail[®]
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express[®]
- ☐ Registered Mail[™]
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation[™]
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**SEQUOIA SURGICAL CENTER
HOLDING COMPANY, LLC
2405 SHADELANDS
DRIVE, SUITE 200
WALNUT CREEK, CA 94598**



9590 9402 8803 4005 5739 44

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1806

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

☐ Agent

☐ Addressee

C. Date of Delivery

- Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**SEQUOIA SURGICAL
PAVILION LLC
2405 SHADELANDS
DRIVE, SUITE 200
WALNUT CREEK, CA 94598**



9590 9402 8803 4005 5740 71

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1752

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

☐ Agent

☐ Addressee

C. Date of Delivery

- Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SEQUOIA SURGICAL
CENTER, L.P.
2405 SHADELANDS
DRIVE, SUITE 200
WALNUT CREEK, CA 94598



9590 9402 8803 4005 5739 20

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1790

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

[Handwritten Signature]

☐ Agent

☐ Addressee

3. Received by (Printed Name)

C. Date of Delivery

4. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

5. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

NSH CALIFORNIA, LLC
340 SEVEN SPRINGS
WAY, SUITE 600
BRENTWOOD, TN 37027



9590 9402 8803 4005 5740 88

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1769

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

NSH MANAGEMENT OF
CALIFORNIA, LLC
340 SEVEN SPRINGS
WAY, SUITE 600
BRENTWOOD, TN 37027



9590 9402 8803 4005 5739 06

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1776

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

NATIONAL SURGICAL
HOSPITALS, LLC
340 SEVEN SPRINGS
WAY, SUITE 600
BRENTWOOD, TN 37027



9590 9402 8803 4005 5739 13

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1783

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Restricted Delivery
(over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

SURGERY PARTNERS, INC.
340 SEVEN SPRINGS
WAY, SUITE 600
BRENTWOOD, TN 37027



9590 9402 8803 4005 5739 37

2. Article Number (Transfer from service label)

7022 2410 0000 2265 1813

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

☒ Agent

☒ Addressee

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

fail
fail Restricted Delivery
0)

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **April 28, 2025**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Leonora M. Schloss (SBN 145142)
Leonora.schloss@jacksonlewis.com
Sayaka Karitani, (SBN 240122)
Sayaka.Karitani@Jacksonlewis.com
JACKSON LEWIS P.C.
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Tel.: (213) 689-0404
Fax: (213) 689-0430

Attorneys for Defendant(s)
SEQUOIA SURGICAL PAVILION
LLC; NSH CALIFORNIA, LLC; NSH
MANAGEMENT OF CALIFORNIA,
LLC; NATIONAL SURGICAL
HOSPITALS, LLC; SEQUOIA
SURGICAL CENTER, L.P.;
SEQUOIA SURGICAL CENTER
HOLDING COMPANY, LLC and
SURGERY PARTNERS, INC.,

Raja Hafed (SBN 311778)
Raja.Hafed@jacksonlewis.com
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, California 95814
Tel.: (916) 341-0404

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **April 28, 2025**, at Los Angeles, California.

Xochitl Tapia
Type/Print Name


Signature