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*Attorneys for Plaintiff, Sonia LeDoux on
behalf of herself and all others similarly situated*

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

SONIA LEDOUX, on behalf of herself and all others
similarly situated,

Plaintiff,

vs.

THE PERMANENTE MEDICAL GROUP, INC.
and Does 1 through 50, inclusive,

Defendants.

FILED
Superior Court of California
County of Alameda
12/27/2022
Clad File, Executive Officer / Clerk of the Court
By: Cheryl Clark Deputy
C. Clark

No. 22CV019164

Assigned For All Purposes To The
Honorable Brad Seligman, Dept. 23

**FIRST AMENDED CLASS ACTION
COMPLAINT**

1 Plaintiff Sonia LeDoux (“LeDoux” or “Plaintiff”), by her attorneys, brings this class action
2 lawsuit against The Permanente Medical Group (“Defendant”) seeking to recover for Defendant’s
3 violations of applicable California Labor Code provisions, applicable Industrial Welfare
4 Commission (“IWC”) Wage Orders, and Unfair Business Practices Act, California Business and
5 Professions Code §§ 17200, *et seq.* (“UCL”). Plaintiff, on behalf of herself and all others
6 similarly situated, complains and alleges as follows:

7 **SUMMARY OF CLAIMS**

8 1. This is a class action complaint against Defendant to challenge the following of
9 Defendant’s policies and practices of: (1) failure to pay all similarly situated California employees
10 all wages due immediately or within seventy-two hours of termination, or resignation, as well as
11 all associated waiting time penalties, in violation of California Labor Code sections 201-203; (2)
12 failure to provide accurate, itemized, wage statements to all similarly situated California
13 employees, in violation of California Labor Code section 226; (3) failure to reimburse all similarly
14 situated California employees for work-related expenses incurred while working from home, in
15 violation of California Labor Code section 2802; (4) failure to provide all similarly situated
16 California employees with a record of available sick leave in violation of California Labor Code
17 section 246; and, (5) failure to provide paid, compliant rest breaks or provide compensation for
18 non-compliant rest breaks in violation of California Labor Code section 226.7. Said conduct, in
19 addition to the forgoing, violated each Labor Code section as set forth in California Labor Code
20 section 2699.5.

21 **JURISDICTIONAL ALLEGATIONS**

22 2. This action seeks relief for unremedied violations of California law, including, inter
23 alia; damages, reimbursements, restitution, penalties, interest and attorney’s fees, as appropriate,
24 to members of the Subclasses, aggrieved employees, and to victims of the practices at issue, who
25 have not been paid for all hours worked, who have not timely received all wages due on
26 termination, who have not received paid, compliant rest breaks or compensation for labor provided
27 without rest periods, who have not received reimbursement for all work-related expenses, and who
28 have failed to receive accurate wage statements and documents setting forth available sick leave.

1 Plaintiff is informed and believes that the damages, back wages, expense reimbursements,
2 restitution, penalties, interest and attorneys' fees do not exceed an aggregate of \$4,999,999.99.

3 3. Defendant is, and at all relevant times was, doing business in the State of
4 California, including in Alameda County, and is an employer under applicable California Labor
5 Code provisions and Industrial Welfare Commission Orders.

6 4. The names and capacities of Defendant sued herein under California Code of Civil
7 Procedure section 474 as Does 1 through 50, inclusive, are presently not known to Plaintiff, who
8 therefore sues these defendants by such fictitious names. Plaintiff will seek to amend this
9 Complaint and include these Doe Defendant's names and capacities when they are ascertained.
10 Each of the fictitiously named Defendants is responsible in some manner for the conduct alleged
11 herein and for the injuries suffered by Plaintiff, the members of the Class and the general public.

12 5. At all times mentioned in the causes of action alleged herein, each and every
13 Defendant was an agent and/or employee of each and every other Defendant. In doing the things
14 alleged in the causes of action stated herein, each and every Defendant was acting within the
15 course and scope of this agency or employment and was acting with the consent, permission, and
16 authorization of each of the remaining Defendants. All actions of each Defendant as alleged in the
17 causes of action stated herein were ratified and approved by every other Defendant or their
18 officers or managing agents.

19 **CLASS ALLEGATIONS**

20 6. Plaintiff worked for Defendant as a medical assistant for twenty-six years until she
21 was terminated in January of 2022.

22 7. Plaintiff is an adequate and proper class representative. Plaintiff brings this action
23 in her individual capacity, on behalf of all others similarly situated, as an aggrieved employee, and
24 pursuant to California Business & Professions Code section 17204, on behalf of the general
25 public. Defendant employed Plaintiff as an hourly-paid medical assistant in California, within the
26 four years of the filing of this complaint.

27 8. Subdivision (b) of California Labor Code section 226.7 provides: "An employer
28 shall not require an employee to work during a meal or rest or recovery period mandated pursuant

1 to an applicable statute, or applicable ... order of the [IWC]” The applicable Industrial Wage
2 Order, section 12 (A), provides: “Every employer shall authorize and permit all employees to take
3 rest periods, which insofar as practicable shall be in the middle of each work period. The
4 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
5 minutes net rest time per four (4) hours or major fraction thereof.” Section 12(A) also provides
6 that “authorized rest period time shall be counted as hours worked for which there shall be no
7 deduction from wages.” Like section 226.7, subdivision (c), IWC Wage Orders, section 12(B),
8 further require an employer who fails to provide an employee a rest period in accordance with the
9 wage order's provisions to pay the employee one hour of pay at the employee’s regular rate of
10 compensation for each work day the employer did not provide the employee with the rest period.

11 9. Plaintiff alleges that Defendant failed to provide her, and similarly aggrieved
12 employees, with paid, compliant rest breaks, and failed to provide proper compensation for non-
13 compliant rest breaks, in violation of California Labor Code section 226.7. From approximately
14 2014 forward, excluding the time worked from home due to the COVID-19 pandemic, Defendant
15 required Plaintiff, and similarly situated employees, to combine their rest and meal periods and
16 checkout for the rest and meal periods from approximately 12:30 p.m. to 1:30 p.m., the time that
17 Defendant closed the clinics for lunch. This unpaid one-hour period encompassed Plaintiff’s 30-
18 minute meal break period and two rest periods. By requiring Plaintiff and other similarly situated
19 employees to combine their rest and meal periods, Defendant provide Plaintiff, and those she
20 seeks to represent, with paid, compliant rest breaks or pay the additional hour of compensation for
21 the non-compliant rest periods as required by the applicable wage order.

22 10. Additionally, given that Defendant did not pay an additional hour of compensation
23 when Plaintiff and similarly aggrieved employees did not receive paid, compliant rest breaks, it
24 failed to pay all compensation earned, and it did not reflect all gross wages earned, hours worked,
25 and net wages earned on the wage statements, in violations of California Labor Code sections 201-
26 204 and 226, subdivisions (a)(1), (2) and (5). Defendant also did not actually provide Plaintiff and
27 similarly situated employees with wage statements, as required by Labor Code section 226.
28 Instead, Defendant only made the wage statements available on line, and did not give Plaintiff and

1 similarly situated employees an option to receive hard-copy wage statements. As a result of
2 Defendant's violation of California Labor Code section 226, Plaintiff, and similarly situated
3 employees who received improper wage statements, are entitled to recover the damages and
4 penalties and interest thereon as set forth in California Labor Code sections 226(e) and 226.3, and
5 additional penalties as set forth in Labor Code section 2698, et. seq.

6 11. Plaintiff alleges that Defendant failed to reimburse her, and similarly aggrieved
7 employees, for work-related expenses, in violation of California Labor Code section 2802.
8 Starting in April 2020, Defendant required Ms. LeDoux and similarly situated employees to work
9 from their homes due to the COVID-19 pandemic. To comply with this requirement, Ms. LeDoux
10 and similarly situated employees were required to conduct all of their work from their homes,
11 including the use of their personal cell phone and/or computers to conduct phone and video visits
12 with patients and to communicated with other Defendant personnel regarding work issues.
13 Defendant did not reimburse Ms. LeDoux, or other similarly situated employees, for any of the
14 work-related expenses incurred to perform their jobs at her home, including phone charges,
15 internet charges, and other home office charges. Defendant's failure to reimburse for these costs
16 violated California Labor Code section 2802.

17 12. Plaintiff alleges that Defendant failed to pay her, and similarly aggrieved
18 employees, all wages due, including at the time of discharge for terminated employees, or within
19 seventy-two hours for employees who resigned during the relevant period, in violation of
20 California Labor Code sections 201-203. Due to Defendant's failure to compensate Plaintiff and
21 other similarly situated employees for non-compliant rest breaks and provide reimbursement for
22 all work-related expenses, Plaintiff was not paid all wages due to them upon their departure from
23 Defendant. California Labor Code section 203 mandates that the wages of the employee shall
24 continue to accrue, as a penalty to the employer, from the date of termination at the same rate until
25 paid, or until an action is commenced; but shall not accrue for more than thirty-days. Plaintiff also
26 seeks these "waiting time penalties" pursuant to section 203 for herself and all similarly aggrieved
27 employees in the relevant period, or one year prior to the date of this letter, to present.

28 13. Plaintiff also alleges that Defendant failed to provide Plaintiff, and all similarly

1 situated employees, with a document setting forth available sick leave in violation of California
2 Labor Code section 246.

3 14. Plaintiff contends that Defendant caused violations of the California Labor Code
4 and/or provisions of the applicable Industrial Welfare Commission Orders as specified in
5 California Labor Code section 558 and is therefore liable for civil penalties set forth within that
6 section and as authorized by California Labor Code section 2699(a). Defendant's conduct further
7 violated each applicable Labor Code section as set forth in California Labor Code section 2699.5,
8 and California Business and Professions Code § 17200, et seq.

9 15. This action seeks relief on behalf of a class comprised of the following employees:

10 (a) Employees who worked from home as a result of the Covid-19 pandemic from
11 April 2020 to the present ("Subclass A");

12 (b) Hourly paid employees in the employ of Defendant in California within four
13 years preceding the filing of the action to the present ("Subclass B").

14 16. The Class is sufficiently numerous, consisting of more than 50 individuals but
15 fewer than 100, geographically dispersed throughout California, such that the joinder of all Class
16 Members in one action is impracticable, and the disposition of whose claims in a class action will
17 provide substantial benefits to both the parties and the Court.

18 17. There is a well-defined community of interest in the questions of law and fact
19 involved affecting the parties to be represented. The questions of law and fact common to the
20 Class predominate over questions that may affect individual Class Members, including but not
21 limited to the following:

22 a. Whether Defendant implemented and engaged in a systematic practice
23 whereby it unlawfully failed to pay all earned regular and overtime pay to
24 employees (Subclass B);

25 b. Whether Defendant implemented and engaged in a systematic practice
26 whereby it unlawfully failed to pay all wages due to employees upon
27 termination (Subclasses A & B);
28

- 1 c. Whether Defendant implemented and engaged in a systematic practice
2 whereby it unlawfully failed to provide paid rest periods to employees as
3 required by law and failed to pay employees compensation for the lack of
4 rest periods (Subclass B);
- 5 d. Whether Defendant implemented and engaged in a systematic practice
6 whereby it failed to provide accurate wage statements to employees
7 (Subclass A & B);
- 8 e. Whether Defendant implemented and engaged in a systematic practice
9 whereby it failed to reimburse employees for all costs incurred to perform
10 their job (Subclass A);
- 11 f. Whether Defendant implemented and engaged in a systematic practice
12 whereby it failed to provide written notice of available sick leave (Subclass
13 B); and,
- 14 g. Whether the systematic acts and practices of Defendant as alleged herein
15 violated, inter alia, applicable provisions of the California Labor Code,
16 including but not limited to sections 201, 203, 204, 226, 226.7, 246, 510,
17 558, 1174, 1194, 2802, and 2698, applicable Industrial Welfare
18 Commission Orders, and California Business & Professions Code section
19 17200, et seq.

20 18. Because Plaintiff was routinely required to unlawfully take rest periods
21 concurrently with meal periods, for which Plaintiff was not properly compensated, did not receive
22 all wages due on termination, failed to receive timely and accurate wage statements, did not
23 receive notice of available sick leave, and was not reimbursed for all costs incurred to perform her
24 job, Plaintiff asserts claims that are typical of the claims of the Subclasses.

25 19. Plaintiff will fairly and adequately represent and protect the interests of the
26 Subclasses in that she has no disabling conflict of interest that would be antagonistic to those of
27 the other members of the Subclasses. Plaintiff retained counsel who are competent and
28 experienced in the prosecution of class action wage and hour violations.

20. Plaintiff and the members of the Subclasses have all similarly suffered irreparable harm and damages as a result of Defendant's unlawful and wrongful conduct, including but not limited to Defendant's systematic failure to pay all wages due on termination of employment, failure to provide paid, compliant rest periods and compensation for work without rest periods, failure to provide reimbursement for all costs incurred to do their job, failure to provide compliant wage statements and provide records of available sick leave, makes class treatment especially appropriate. Because the hours worked by Defendant's employees and Subclass Members follow common patterns, all of which are reflected in the records possessed by Defendant, this action will provide substantial benefits to both. Absent this action, Defendant's unlawful conduct will continue unremedied and uncorrected.

FIRST CAUSE OF ACTION

(On Behalf of Plaintiff and Proposed Subclass A)
(Failure to Pay All Wages: Cal. Lab. Code §§ 201 – 204)

21. Plaintiff and proposed class members incorporate by reference the allegations contained the foregoing paragraphs of this complaint as if fully set forth herein.

22. Defendant failed to take any actions to make available or provide Plaintiff and similarly situated employees with compliant, paid rest breaks, or provide compensation for non-compliant rest breaks. Rather, Defendant required Plaintiff, and similarly situated employees to combine their rest breaks with their unpaid meal breaks in violation of the California Labor Code section 226.7 and applicable IWC Wage Orders.

23. In doing so, Defendant failed to pay Plaintiff and proposed class members all wages when they were due, in violation of California Labor Code section 204. Defendant further failed to pay Plaintiff and proposed class members whose employment with Defendant ended during the relevant period these wages when due, including immediately upon termination or within seventy-two (72) hours of resignation, and failed to pay those sums for up to thirty (30) days thereafter, in violation of California Labor Code sections 201-202.

24. Defendant willfully failed to pay all wages when due to the Plaintiff and other proposed class members because Defendant knew or should have known wages were due to

1 Plaintiff and other proposed class members, but Defendant failed to pay them.

2 25. Defendant's violations give rise to civil penalties, pursuant to California Labor
3 Code section 203. Plaintiff and proposed class members are therefore entitled to the relief
4 requested below.

5 **SECOND CAUSE OF ACTION**

6 **(On Behalf of Plaintiff and Proposed Subclasses A & B)**
7 **(Wage Statement Violations: Cal. Lab. Code § 226)**

8 26. Plaintiff and proposed class members incorporate by reference the allegations
9 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

10 27. During the relevant time period, Defendant failed to actually furnish accurate
11 itemized wage statements to Plaintiff and proposed class members, instead only making wage
12 statements available on line, and giving no option to obtain hard-copy wage statements.
13 Defendant also failed to furnish itemized wage statements containing information as required by
14 California Labor Code sections 226(a)(1) gross wages earned and (5) net wages earned. Given
15 that Defendant failed to pay Plaintiff and those she seeks to represent for rest periods, or to
16 compensate these employees for non-compliant rest breaks, Defendant violated California Labor
17 Code section 226(a)(9) in that the wage statements reflected improper rates of pay. These failures
18 caused Plaintiff and Subclass A members to suffer injury as defined by California Labor Code
19 section 226(e)(2)(B)(i). Defendant also failed to provide reimbursement, or a record of
20 reimbursements, on wage statements. As a result of Defendant's failures, Plaintiff and proposed
21 class members are entitled to recover the damages and penalties and attorneys' fees as set forth in
22 California Labor Code section 226(e)(1).

23 28. As a result of Defendant's violations of California Labor Code section 226(a),
24 Plaintiff and proposed Subclass members are also entitled to recover the penalties, and interest
25 thereon, as set forth in California Labor Code section 226.3.

26 29. Plaintiff also seeks penalties for Defendant's violations of California Labor Code
27 section 226(a)(1), (5), and (9) pursuant to California Labor Code sections 2699.3 and 2699.5, and
28 attorneys' fees pursuant to section 2699(g)(1).

30. Plaintiff and proposed class members are therefore entitled to the relief requested below.

THIRD CAUSE OF ACTION

**(On Behalf of Plaintiff and Proposed Class A)
(Violation Of California Labor Code Section 2802)**

31. Plaintiff incorporates by reference the allegations contained in the foregoing paragraphs of this complaint as if fully set forth herein.

32. Starting in April 2020, Defendant required Plaintiff and Subclass A Members to work from their homes due to the COVID-19 pandemic. To comply with this requirement, Plaintiff and similarly situated employees were required to bear all of the costs associated with working from home, including the use of their personal cell phone and/or computers to conduct phone and video visits with patients and to communicate with other Kaiser personnel regarding work issues. Defendant did not reimburse Plaintiff and Subclass A Members for any of their work-related expenses incurred to perform their jobs at their homes, including phone charges, internet charges, and other home office charges. Defendant's failure to reimburse for these costs violated California Labor Code section 2802.

33. Plaintiff and class members are therefore entitled to the relief requested below.

FOURTH CAUSE OF ACTION

**(On Behalf of Plaintiff and Proposed Class)
(Unlawful, Unfair and Fraudulent Business Practices:
Business & Professions Code § 17200, et. seq.)**

34. Plaintiff and proposed class members incorporate by reference the allegations contained in the foregoing paragraphs of this complaint as if fully set forth herein.

35. At all relevant times herein, Business & Professions Code section 17200, et seq., prohibited acts of unfair competition, defined as an “unlawful, unfair, or fraudulent business act or practice.”

36. The policies, acts, and practices heretofore described were and are unlawful business acts or practices because Defendant's (1) failure to provide Plaintiff and Subclass B Members with paid, compliant rest breaks, or compensation for non-compliant rest breaks in

1 violation of section 12 (A) of the applicable IWC Wage Order and California Labor Code section
2 226.7; (2) failure to compensate Plaintiff and Subclass B members complete payment of wages
3 when they were due and at the time of termination or within 72 hours of resignation, in violation
4 of California Labor Code section 201-204; (3) failure to reimburse Plaintiff and Subclass A
5 members with costs incurred to perform their job in violation of California Labor Code section
6 2802; (4) failure to provide Plaintiff and Subclass A & B members with accurate wage statements,
7 in violation of California Labor Code section 226; and (5) failure to provide Plaintiff and Subclass
8 B members with written notice of available sick time in violation of California Labor Code section
9 246 violate applicable California Labor Code sections, Industrial Welfare Commission Wage
10 Orders, the Private Attorneys General Act of 2004, Labor Code section 2698 et seq., and other
11 provisions of California common and/or statutory law. Plaintiff reserves the right to allege
12 additional statutory and common law violations by Defendant.

13 37. The policies, acts or practices described herein were and are unfair business acts or
14 practices because any justifications for Defendant's illegal and wrongful conduct were and are
15 vastly outweighed by the harm such conduct caused to Plaintiff, proposed Subclass Members,
16 aggrieved employees, and the members of the general public.

17 38. As a result of its unlawful and/or unfair and/or fraudulent acts, Defendant reaped
18 unfair benefits and illegal profits at the expense of Plaintiff and Subclass Members. Defendant
19 should be made to disgorge ill-gotten gains and provide restitution to Plaintiff and Subclass
20 Members for the wrongfully withheld wages pursuant to Business and Professions Code section
21 17203.

22 39. Accordingly, Plaintiff and Subclass Members request that the Court award
23 judgment and relief in their favor, to provide restitution, and other types of equitable relief.

24 40. Plaintiff and the proposed class members are therefore entitled to the relief
25 requested below.

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1 **FIFTH CAUSE OF ACTION**

2 **(Labor Code Private Attorneys General Act of 2004: Labor Code Sec. 2698)**

3 41. Plaintiff repeats and re-alleges each and every allegation contained in the foregoing
4 paragraphs as if fully set forth herein.

5 42. The policies, acts and practices heretofore described were and are unlawful because
6 Defendant's failure to pay all similarly situated California employees all wages due immediately
7 or within seventy-two hours of termination, or resignation, as well as all associated waiting time
8 penalties, in violation of California Labor Code sections 201-203; failure to provide accurate,
9 itemized, wage statements to all similarly situated California employees, in violation of California
10 Labor Code section 226; failure to reimburse all similarly situated California employees for work-
11 related expenses incurred while working from home, in violation of California Labor Code section
12 2802; failure to provide Plaintiff and Subclass B members with written notice of available sick
13 time in violation of California Labor Code section 246; and, failure to provide paid, compliant rest
14 breaks or provide compensation for non-compliant rest breaks in violation of California Labor
15 Code section 226.7 violates applicable Labor Code sections and gives rise to statutory and civil
16 penalties as a result of such conduct, including but not limited to penalties as provided by Labor
17 Code sections 210, 226(3), 226.3, 246, 2699(f), and 2699.5, and applicable Industrial Welfare
18 Commission Wage Orders. Plaintiff, as an aggrieved employee, hereby seeks recovery of civil
19 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 on behalf of
20 herself and other current and former employees of Defendant against whom one or more of the
21 violations of the Labor Code was committed.

22 43. On October 18, 2022, Plaintiff gave written notice to the California Labor and
23 Workforce Development Agency by online submission through their website and by certified mail
24 to Defendant of Labor Code violations as prescribed by California Labor Code section 2699.3.
25 Plaintiff has not received written notification by the LWDA of an intention to investigate the
26 allegations set forth in Plaintiff's October 18, 2022, letter or written notice of cure by December
27 22, 2022, as prescribed by California Labor Code section 2699.3. Plaintiff submitted a
28 supplemental letter to the LWDA by online submission on December 21, 2022.

1 **PRAYER FOR RELIEF**

2 WHEREFORE Plaintiff prays for judgment and relief as follows:

- 3 1. An order certifying that the action may be maintained as a class action;
- 4 2. Compensatory and statutory damages, reimbursements, penalties, and restitution, as
- 5 appropriate and available under each cause of action, in an amount to be proven at trial based on,
- 6 inter alia, the unpaid balance of compensation Defendant owes;
- 7 3. Reasonable attorneys' fees pursuant to California Labor Code sections 226, 1194,
- 8 and 2802;
- 9 4. Costs of this suit;
- 10 5. Pre- and post-judgment interest; and
- 11 6. Such other and further relief as the Court deems just and proper.
- 12 7. Plaintiff is informed and believes that the damages, back wages, expense
- 13 reimbursements, restitution, value of injunctive relief sought, penalties, interest and attorneys' fees
- 14 do not exceed an aggregate of \$4,999,999.99.

15 **JURY DEMAND**

16 Plaintiff hereby demands a trial by jury.

17

18 Date: December 27, 2022

WORKMAN LAW FIRM, PC

19

20 By: 

21 Robin G. Workman

22 *Attorneys for Plaintiff, Sonia LeDoux on*
23 *behalf of herself and all others similarly*
24 *situated*

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