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9 *behalf of herself and all others similarly situated*

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Superior Court of California,
County of Alameda
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10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF ALAMEDA

12
13 SONIA LEDOUX, on behalf of herself and all others
14 similarly situated,

15 Plaintiff,

16 vs.

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

19 Defendants.

No. **22CV019164**

**CLASS ACTION AND INDIVIDUAL
COMPLAINT**

Unlimited Civil Case
The Amount Demanded Exceeds \$25,000

1 Plaintiff Sonia LeDoux (“LeDoux” or “Plaintiff”), by her attorneys, brings this action on
2 behalf of herself and all other similarly situated and the general public, and on information and
3 belief, except those allegations that pertain to the named Plaintiff and her attorneys (which are
4 alleged on personal knowledge), hereby alleges as follows:

5 **SUMMARY OF CLAIMS**

6 1. Plaintiff brings this action on an individual, class, and representative basis.

7 2. Plaintiff alleges, on an individual basis, that The Permanente Medical Group
8 (“Permanente” or “Defendant”) (1) discriminated against Plaintiff on the basis of her religion, in
9 violation of California Government Code section 12940, subdivision (a); (2) failed to take all
10 reasonable steps to prevent discrimination in the workplace, in violation of California Government
11 Code section 12940, subdivision (k); (3) retaliated against Plaintiff on the basis of her religion and
12 for complaining about religious discrimination in violation of California Government Code section
13 12940, subdivision (h); and, (4) wrongfully terminated Plaintiff on the basis of her religion and/or
14 in retaliation for making complaints about religious discrimination in violation of public policy
15 embodied in Article I, section 8, of the California Constitution and/or California Government
16 Code section 12904, et. seq.

17 3. In addition, Plaintiff alleges, on a class basis, that Defendant engaged in unlawful
18 conduct by its (1) failure to pay all similarly situated California employees all wages due
19 immediately or within seventy-two hours of termination, or resignation, as well as all associated
20 waiting time penalties, in violation of California Labor Code sections 201-203; (2) failure to
21 provide accurate, itemized, wage statements to all similarly situated California employees, in
22 violation of California Labor Code section 226; (3) failure to reimburse all similarly situated
23 California employees for work-related expenses incurred while working from home, in violation
24 of California Labor Code section 2802; and, (4) failure to provide paid, compliant rest breaks or
25 provide compensation for non-compliant rest breaks in violation of California Labor Code section
26 226.7. Said conduct, in addition to the forgoing, violated each Labor Code section as set forth in
27 California Labor Code section 2699.5.

JURISDICTIONAL ALLEGATIONS

4. This action seeks relief for unremedied violations of California law, including, inter alia; damages, reimbursements, restitution, penalties, interest and attorney's fees, as appropriate, to members of the Subclasses, aggrieved employees, and to victims of the practices at issue, who have not been paid for all hours worked, who have not timely received all wages due on termination, who have not received paid, compliant rest breaks or compensation for labor provided without rest periods, who have not received reimbursement for all work-related expenses, and who have failed to receive accurate wage statements. Plaintiff is informed and believes that the damages, back wages, expense reimbursements, restitution, penalties, interest and attorneys' fees do not exceed an aggregate of \$4,999,999.99.

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

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

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

1 **GENERAL ALLEGATIONS**

2 8. Plaintiff worked for Defendant as a medical assistant for twenty-six years until she
3 was terminated in January of 2022. Plaintiff alleges that when she was employed with Defendant,
4 she was discriminated and retaliated against due her religion.

5 9. In August 2021, Plaintiff and numerous employees within Defendant's Department
6 of Orthopedic Surgery, applied to be excluded, based on their individual religious beliefs, from
7 Defendant's Covid-19 vaccine requirement. At that time, Defendant maintained a two-question
8 test to determine if an employee's religious beliefs qualified them for exclusion from Defendant's
9 vaccine requirement. Based on her answers to Defendant's two-question test, Plaintiff was
10 granted a religious exclusion to Defendant's vaccine requirement. Plaintiff continued to
11 successfully fulfil the requirements of her job.

12 10. In November 2021, Defendant replaced the two-question test with a nine-question
13 test. Based on this new nine-question test, Defendant retroactively denied Plaintiff's religious
14 exclusion from Defendant's vaccine requirement. As Plaintiff sought exclusion from Defendant's
15 Covid-19 vaccine requirement based on her religious beliefs, Defendant's retroactive denial of her
16 request for exclusion violated her rights and discriminated against Plaintiff due to her religious
17 beliefs, particularly since Defendant granted exceptions to some employees who sought the
18 exemption based on their religious beliefs, including those who held the same religious faith as
19 Plaintiff. Defendant would not explain to Plaintiff why her religious exception was not granted
20 while the requests of others were granted or why her religious convictions that were sufficient in
21 August of 2021, were no longer sufficient in November of 2021.

22 11. In December 2021, Defendant placed Plaintiff on unpaid leave because Plaintiff did
23 not receive the Covid-19 vaccine, something Defendant knew Plaintiff did not receive due to her
24 religious beliefs. Defendant would not let Plaintiff return to her job, which she had successfully
25 held for twenty-six years, until she received the Covid-19 vaccine. Due to Plaintiff's religious
26 beliefs, Plaintiff cannot receive the Covid-19 vaccine. On January 10, 2022, Defendant terminated
27 Plaintiff. The sole basis for Plaintiff's termination was Defendant's refusal to grant her a religious
28 exception to the Covid-19 vaccine, an exception it granted to other employees.

12. Plaintiff filed a timely charge of harassment, discrimination, retaliation, and wrongful termination with the Department of Fair Employment and Housing (“DFEH”), on or about October 6, 2022, and received a timely notice of the right to sue in California Superior Court pursuant to California Government Code section 12965, subdivision (b), on or about October 6, 2022, permitting Plaintiff to bring this action. Therefore, Plaintiff exhausted all of her administrative remedies.

CLASS ALLEGATIONS

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

14. Subdivision (b) of California Labor Code section 226.7 provides: “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable ... order of the [IWC]” The applicable Industrial Wage Order, section 12 (A), provides: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized 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.” Section 12(A) also provides that “authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.” Like section 226.7, subdivision (c), IWC Wage Orders, section 12(B), further require an employer who fails to provide an employee a rest period in accordance with the wage order's provisions to pay the employee one hour of pay at the employee’s regular rate of compensation for each work day the employer did not provide the employee with the rest period.

15. Plaintiff alleges that Defendant failed to provide her, and similarly aggrieved employees, with paid, compliant rest breaks, and failed to provide proper compensation for non-compliant rest breaks, in violation of California Labor Code section 226.7. From approximately 2014 forward, excluding the time worked from home due to the COVID-19 pandemic, Defendant

1 required Plaintiff, and similarly situated employees, to combine their rest and meal periods and
2 checkout for the rest and meal periods from approximately 12:30 p.m. to 1:30 p.m., the time that
3 Defendant closed the clinics for lunch. This unpaid one-hour period encompassed Plaintiff's 30-
4 minute meal break period and two rest periods. By requiring Plaintiff and other similarly situated
5 employees to combine their rest and meal periods, Defendant provide Plaintiff, and those she
6 seeks to represent, with paid, compliant rest breaks or pay the additional hour of compensation for
7 the non-compliant rest periods as required by the applicable wage order.

8 16. Additionally, given that Defendant did not pay an additional hour of compensation
9 when Plaintiff and similarly aggrieved employees did not receive paid, compliant rest breaks, it
10 failed to pay all compensation earned, and it did not reflect all gross wages earned, hours worked,
11 and net wages earned on the wage statements, in violations of California Labor Code sections 201-
12 204 and 226, subdivisions (a)(1), (2) and (5). As a result of Defendant's violation of California
13 Labor Code section 226, Plaintiff, and similarly situated employees who received improper wage
14 statements, are entitled to recover the damages and penalties and interest thereon as set forth in
15 California Labor Code sections 226(e) and 226.3, and additional penalties as set forth in Labor
16 Code section 2698, et. seq.

17 17. Plaintiff alleges that Defendant failed to reimburse her, and similarly aggrieved
18 employees, for work-related expenses, in violation of California Labor Code section 2802.
19 Starting in April 2020, Defendant required Ms. LeDoux and similarly situated employees to work
20 from their homes due to the COVID-19 pandemic. To comply with this requirement, Ms. LeDoux
21 and similarly situated employees were required to conduct all of their work from their homes,
22 including the use of their personal cell phone and/or computers to conduct phone and video visits
23 with patients and to communicated with other Defendant personnel regarding work issues.
24 Defendant did not reimburse Ms. LeDoux, or other similarly situated employees, for any of the
25 work-related expenses incurred to perform their jobs at her home, including phone charges,
26 internet charges, and other home office charges. Defendant's failure to reimburse for these costs
27 violated California Labor Code section 2802.

28 18. Plaintiff alleges that Defendant failed to pay her, and similarly aggrieved

1 employees, all wages due, including at the time of discharge for terminated employees, or within
2 seventy-two hours for employees who resigned during the relevant period, in violation of
3 California Labor Code sections 201-203. Due to Defendant's failure to compensate Plaintiff and
4 other similarly situated employees for non-compliant rest breaks and provide reimbursement for
5 all work-related expenses, Plaintiff was not paid all wages due to them upon their departure from
6 Defendant. California Labor Code section 203 mandates that the wages of the employee shall
7 continue to accrue, as a penalty to the employer, from the date of termination at the same rate until
8 paid, or until an action is commenced; but shall not accrue for more than thirty-days. Plaintiff also
9 seeks these "waiting time penalties" pursuant to section 203 for herself and all similarly aggrieved
10 employees in the relevant period, or one year prior to the date of this letter, to present.

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

17 20. This action seeks relief on behalf of a class comprised of the following employees:

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

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

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

26 22. There is a well-defined community of interest in the questions of law and fact
27 involved affecting the parties to be represented. The questions of law and fact common to the
28 Class predominate over questions that may affect individual Class Members, including but not

1 limited to the following:

- 2 a. Whether Defendant implemented and engaged in a systematic practice
3 whereby it unlawfully failed to pay all earned regular and overtime pay to
4 employees (Subclass B);
- 5 b. Whether Defendant implemented and engaged in a systematic practice
6 whereby it unlawfully failed to pay all wages due to employees upon
7 termination (Subclasses A & B);
- 8 c. Whether Defendant implemented and engaged in a systematic practice
9 whereby it unlawfully failed to provide paid rest periods to employees as
10 required by law and failed to pay employees compensation for the lack of
11 rest periods (Subclass B);
- 12 d. Whether Defendant implemented and engaged in a systematic practice
13 whereby it failed to provide accurate wage statements to employees
14 (Subclass A & B);
- 15 e. Whether Defendant implemented and engaged in a systematic practice
16 whereby it failed to reimburse employees for all costs incurred to perform
17 their job (Subclass A); and,
- 18 f. Whether the systematic acts and practices of Defendant as alleged herein
19 violated, inter alia, applicable provisions of the California Labor Code,
20 including but not limited to sections 201, 203, 204, 226, 226.7, 510, 558,
21 1174, 1194, 2802, and 2698, applicable Industrial Welfare Commission
22 Orders, and California Business & Professions Code section 17200, et seq.

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

28 24. Plaintiff will fairly and adequately represent and protect the interests of the

1 Subclasses in that she has no disabling conflict of interest that would be antagonistic to those of
2 the other members of the Subclasses. Plaintiff retained counsel who are competent and
3 experienced in the prosecution of class action wage and hour violations.

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

13 **FIRST CAUSE OF ACTION**
14 **(Solely on Behalf of Plaintiff)**
15 **(Discrimination on the Basis of Religion: Cal. Gov. Code § 12940(a))**

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

18 27. At all times material hereto, Plaintiff was an employee covered by California
19 Government Code section 12940, subdivision (a), which prohibits discrimination in employment
20 based on religion. Plaintiff identifies with the Catholic religion.

21 28. At all times material hereto, Defendant was an employer within the meaning of
22 California Government Code section 12926(d), and prohibited from discriminating against
23 employees on the basis of the employee's religion.

24 29. In August 2021, Plaintiff and numerous employees within Defendant's Department
25 of Orthopedic Surgery applied to be excluded, based on their individual religious beliefs, from
26 Defendant's Covid-19 vaccine requirement. At that time, Defendant maintained a two-question
27 test to determine if an employee's religious beliefs qualified them for exclusion from Defendant's
28 vaccine requirement. Based on her answers to Defendant's two-question test, Plaintiff was
granted a religious exclusion to Defendant's vaccine requirement.

1 30. In November 2021, Defendant replaced the two-question test with a nine-question
2 test. Based on this new nine-question test, Plaintiff was retroactively denied a religious exclusion
3 to Defendant's vaccine requirement. As Plaintiff sought exclusion from Defendant's Covid-19
4 vaccine requirement based on her religious beliefs, Defendant's retroactive denial of her request
5 for exclusion violated her rights and discriminated against Plaintiff due to her religious beliefs,
6 particularly since Defendant granted exceptions to some employees who sought the exemption
7 based on their religious beliefs, including those who held the same religious faith as Plaintiff.
8 Defendant would not explain to Plaintiff why her religious exception was not granted while the
9 requests of others were granted or why her religious convictions that were sufficient in August of
10 2021, were no longer sufficient in November of 2021.

11 31. In December 2021, Defendant placed Plaintiff on unpaid leave because Plaintiff did
12 not receive the Covid-19 vaccine, something Defendant knew Plaintiff did not receive due to her
13 religious beliefs. Despite allowing others to return to work unvaccinated based on their religious
14 beliefs, Defendant would not let Plaintiff return to her job, which she had held for twenty-six
15 years, until she received the Covid-19 vaccine. Due to Plaintiff's religious beliefs, Plaintiff cannot
16 receive the Covid-19 vaccine. On January 10, 2022, Defendant terminated Plaintiff. The sole
17 basis for Plaintiff's termination was Defendant's refusal to grant her a religious exception to the
18 Covid-19 vaccine, an exception it granted to other employees.

19 32. In doing these actions, Defendant discriminated against Plaintiff on the basis of
20 her religion and violated California Government Code section 12940, subdivision (a).

21 33. As a proximate result of the discriminatory actions of Defendant, and Defendant's
22 employees, Plaintiff suffered and continues to suffer substantial losses in earnings, bonuses,
23 deferred compensation, and other employment benefits. This conduct also caused Plaintiff to
24 suffer severe emotional distress. Plaintiff has suffered and continues to suffer pain, loss of sleep,
25 discomfort, anxiety, anger, frustration, and other emotional distress, as well as physical
26 manifestations of this emotional distress, and will continue to suffer said emotional distress in the
27 future in an amount according to proof.

28 34. As a result of Defendant's discriminatory acts as alleged herein, Plaintiff is also

1 entitled to an award of reasonable attorney's fees and costs of suit as provided by California
2 Government Code section 12965(b).

3 **SECOND CAUSE OF ACTION**
4 **(Solely on Behalf of Plaintiff)**
5 **(Failure to Take Reasonable Steps to Prevent Discrimination:**
6 **Cal. Gov. Code § 12940(k))**

7 35. Plaintiff incorporates by reference the allegations contained in the foregoing
8 paragraphs as if fully set forth herein.

9 36. At all times material hereto, Plaintiff was an employee covered by California
10 Government Code section 12940, subdivision (k), which requires employers to take reasonable
11 steps to prevent discrimination and harassment in the workplace.

12 37. At all times material hereto, Defendant was an employer within the meaning of
13 California Government Code section 12926(d), and prohibited from discriminating against
14 employees on the basis of the employee's religion.

15 38. During Plaintiff's employment, Defendant discriminated against Plaintiff due to her
16 religious beliefs, in that it did not grant Plaintiff's request for an exception to the Covid-19 vaccine
17 based on her religious beliefs, an exception that Defendant granted to other employees.

18 39. As a result of Defendant's actions, Plaintiff complained to her supervisors and
19 Human Resources explaining that she was being discriminated against due to her religious beliefs,
20 and did not understand why she was initially granted an exception, but was later denied the
21 exception, although her religious beliefs had not changed. Plaintiff also explained to her
22 supervisors and Human Resources that she believed it was discriminatory to allow others a
23 religious exception, but denied Plaintiff's request. Plaintiff received no response to her
24 complaints, but instead was placed on leave and ultimately terminated due to her religious beliefs.
25 In doing these actions, Defendant failed to take all reasonable steps necessary to prevent
26 discrimination and harassment from occurring, in violation of California Government Code
27 section 12940, subdivision (k).

28 40. As a proximate result of the discriminatory and harassing actions of Defendant, and
Defendant's employees, Plaintiff suffered and continues to suffer substantial losses in earnings,

1 bonuses, deferred compensation, and other employment benefits. This conduct also caused
2 Plaintiff to suffer severe emotional distress. Plaintiff has suffered and continues to suffer pain,
3 loss of sleep, discomfort, anxiety, anger, frustration, and other emotional distress, as well as
4 physical manifestations of this emotional distress, and will continue to suffer said emotional
5 distress in the future in an amount according to proof.

6 41. As a result of Defendant's discriminatory acts as alleged herein, and failure to
7 provide a workplace free of discrimination, Plaintiff is also entitled to an award of reasonable
8 attorney's fees and costs of suit as provided by California Government Code section 12965(b).

9
10 **THIRD CAUSE OF ACTION**

11 **(Solely on Behalf of Plaintiff)**

12 **(Retaliation: Cal. Gov. Code § 12940(h))**

13 42. Plaintiff incorporates by reference the allegations contained in the foregoing
14 paragraphs as if fully set forth herein.

15 43. At all times material hereto, Plaintiff was an employee covered by California
16 Government Code section 12940, subdivision (h), which prohibits employers from retaliating
17 against employees.

18 44. At all times material hereto, Defendant was an employer within the meaning of
19 California Government Code section 12926(d), and prohibited from discriminating against
20 employees on the basis of the employee's religion.

21 45. During Plaintiff's employment, Defendant discriminated against Plaintiff due to her
22 religious beliefs, in that it did not grant Plaintiff's request for an exception to the Covid-19 vaccine
23 requirement based on her religious beliefs, an exception that Defendant granted to other
24 employees.

25 46. As a result of Defendant's actions, Plaintiff complained to her supervisors and
26 Human Resources explaining that she was being discriminated against due to her religious beliefs,
27 and did not understand why she was initially granted an exception, but was later denied the
28 exception, although her religious beliefs had not changed. Plaintiff also explained to her
supervisors and Human Resources that she believed it was discriminatory to allow others a

1 religious exception, but denied Plaintiff's request. Plaintiff received no response to her
2 complaints, but instead was placed on leave and ultimately terminated due to her religious beliefs.
3 Defendant's actions were intentionally designed to retaliate against Plaintiff for reporting religious
4 discrimination, in violation of California Government Code section 12940, subdivision (h).

5 47. As a proximate result of the discriminatory and retaliatory actions of Defendant
6 and Defendant's employees, Plaintiff suffered and continues to suffer substantial losses in
7 earnings, bonuses, deferred compensation, and other employment benefits. This conduct also
8 caused Plaintiff to suffer severe emotional distress. Plaintiff has suffered and continues to suffer
9 pain, loss of sleep, discomfort, anxiety, anger, frustration and other emotional distress, as well as
10 physical manifestations of this emotional distress, and will continue to suffer said emotional
11 distress in the future in an amount according to proof.

12 48. As a result of Defendant's discriminatory and retaliatory acts as alleged herein,
13 Plaintiff is also entitled to an award of reasonable attorney's fees and costs of suit as provided by
14 California Government Code section 12965(b).

15 **FOURTH CAUSE OF ACTION**
16 **(Solely on Behalf of Plaintiff)**
17 **(Wrongful Termination in Violation of Public Policy:**
Article I, Section 8, CA Const. & Cal. Gov. Code § 12940, et. seq.)

18 49. Plaintiff incorporates by reference the allegations contained in the foregoing
19 paragraphs of this Complaint as if fully set forth herein.

20 50. California law recognizes public policies that employees should be free from
21 discrimination and retaliation on the basis their religion. These public policies are embodied in
22 Article 1, section 8, of the California Constitution and California Government Code section
23 12940, et. seq.

24 51. In January of 2022, in violation of Plaintiff's right to religious freedom, and
25 discriminating and retaliating against Plaintiff due to her religious convictions and beliefs,
26 Defendant terminated Plaintiff.

27 52. Plaintiff's termination was unlawful and in violation of public policy embodied in
28 Article I, section 8, of the California Constitution, and/or California Government Code section

1 12940, et. eq. because said termination was on the basis of Plaintiff's religion, and/or in retaliation
2 for Plaintiff complaining about the religious discrimination that occurred in the workplace.

3 **FIFTH CAUSE OF ACTION**
4 **(On Behalf of Plaintiff and Proposed Subclass A)**
5 **(Failure to Pay All Wages: Cal. Lab. Code §§ 201 – 204)**

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

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

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

19 56. Defendant willfully failed to pay all wages when due to the Plaintiff and other
20 proposed class members because Defendant knew or should have known wages were due to
21 Plaintiff and other proposed class members, but Defendant failed to pay them.

22 57. Defendant's violations give rise to civil penalties, pursuant to California Labor
23 Code section 203. Plaintiff and proposed class members are therefore entitled to the relief
24 requested below.

25 **SIXTH CAUSE OF ACTION**
26 **(On Behalf of Plaintiff and Proposed Subclasses A & B)**
27 **(Wage Statement Violations: Cal. Lab. Code § 226)**

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

59. During the relevant time period, Defendant failed to furnish accurate itemized

1 wage statements to Plaintiff and proposed class members, containing information as required by
2 California Labor Code sections 226(a)(1) gross wages earned and (5) net wages earned. Given
3 that Defendant failed to pay Plaintiff and those she seeks to represent for rest periods, or to
4 compensate these employees for non-compliant rest breaks, Defendant violated California Labor
5 Code section 226(a)(9) in that the wage statements reflected improper rates of pay. These failures
6 caused Plaintiff and Subclass A members to suffer injury as defined by California Labor Code
7 section 226(e)(2)(B)(i). Defendant also failed to provide reimbursement, or a record of
8 reimbursements, on wage statements. As a result of Defendant's failures, Plaintiff and proposed
9 class members are entitled to recover the damages and penalties and attorneys' fees as set forth in
10 California Labor Code section 226(e)(1).

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

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

17 62. Plaintiff and proposed class members are therefore entitled to the relief requested
18 below.

19 **SEVENTH CAUSE OF ACTION**
20 **(On Behalf of Plaintiff and Proposed Class A)**
21 **(Violation Of California Labor Code Section 2802)**

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

24 64. Starting in April 2020, Defendant required Plaintiff and Subclass A Members to
25 work from their homes due to the COVID-19 pandemic. To comply with this requirement,
26 Plaintiff and similarly situated employees were required to bear all of the costs associated with
27 working from home, including the use of their personal cell phone and/or computers to conduct
28 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

1 work-related expenses incurred to perform their jobs at their homes, including phone charges,
2 internet charges, and other home office charges. Defendant's failure to reimburse for these costs
3 violated California Labor Code section 2802.

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

5 **EIGHTH CAUSE OF ACTION**

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

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

11 67. At all relevant times herein, Business & Professions Code section 17200, et seq.,
12 prohibited acts of unfair competition, defined as an "unlawful, unfair, or fraudulent business act or
13 practice."

14 68. The policies, acts, and practices heretofore described were and are unlawful
15 business acts or practices because Defendant's (1) failure to provide Plaintiff and Subclass B
16 Members with paid, compliant rest breaks, or compensation for non-compliant rest breaks in
17 violation of section 12 (A) of the applicable IWC Wage Order and California Labor Code section
18 226.7; (2) failure to compensate Plaintiff and Subclass B members complete payment of wages
19 when they were due and at the time of termination or within 72 hours of resignation, in violation
20 of California Labor Code section 201-204; (3) failure to reimburse Plaintiff and Subclass A
21 members with costs incurred to perform their job in violation of California Labor Code section
22 2802; and, (4) failure to provide Plaintiff and Subclass A & B members with accurate wage
23 statements, in violation of California Labor Code section 226; violate applicable California Labor
24 Code sections, Industrial Welfare Commission Wage Orders, the Private Attorneys General Act of
25 2004, Labor Code section 2698 et seq., and other provisions of California common and/or
26 statutory law. Plaintiff reserves the right to allege additional statutory and common law violations
27 by Defendant.

28 69. The policies, acts or practices described herein were and are unfair business acts or
practices because any justifications for Defendant's illegal and wrongful conduct were and are

1 vastly outweighed by the harm such conduct caused to Plaintiff, proposed Subclass Members,
2 aggrieved employees, and the members of the general public.

3 70. As a result of its unlawful and/or unfair and/or fraudulent acts, Defendant reaped
4 unfair benefits and illegal profits at the expense of Plaintiff and Subclass Members. Defendant
5 should be made to disgorge ill-gotten gains and provide restitution to Plaintiff and Subclass
6 Members for the wrongfully withheld wages pursuant to Business and Professions Code section
7 17203.

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

10 72. Plaintiff and the proposed class members are therefore entitled to the relief
11 requested below.

12 **PRAYER FOR RELIEF**

13 WHEREFORE Plaintiff prays for judgment and relief as follows:

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

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JURY DEMAND

Plaintiff hereby demands a trial by jury.

Date: October 6, 2022

WORKMAN LAW FIRM, PC

By:



Robin G. Workman

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