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Attorneys for Plaintiffs, REGINA THOMAS CARTER,
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

REGINA THOMAS CARTER, on behalf of
herself and all others similarly situated,

Plaintiffs,

vs.

PARALLON ENTERPRISES, LLC, a
Tennessee limited liability company;
HEALTHTRUST WORKFORCE
SOLUTIONS, LLC dba RIVERSIDE
COMMUNITY HOSPITAL, a Tennessee
limited liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to Pay Lawful Wages Including Overtime**
- 2) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof**
- 3) Failure to Provide Lawful Rest Periods or Compensation in Lieu Thereof**
- 4) Failure to Timely Pay Wages During Employment**
- 5) Failure to Timely Pay Wages at Termination**
- 6) Failure to Provide Accurate, Itemized Wage Statements**
- 7) Violations of the Unfair Competition Law**

JURY TRIAL DEMANDED

1 Plaintiff REGINA THOMAS CARTER, on behalf of herself and all others similarly situated,
2 assert claims against Defendants PARALLON ENTERPRISES, LLC (hereinafter
3 “PARALLON”), HEALTHTRUST WORKFORCE SOLUTIONS LLC dba RIVERSIDE
4 COMMUNITY HOSPITAL (hereinafter “HEALTHTRUST”), and DOES 1 through 50,
5 inclusive (hereinafter collectively referred to as "Defendants") as follows:

6
7 **I.**

8 **INTRODUCTION**

9 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, brought
10 against Defendants PARALLON and HEALTHTRUST and any subsidiaries and affiliated
11 companies (all Defendants collectively “Defendants”) on behalf of Plaintiff REGINA THOMAS
12 CARTER (hereinafter “Plaintiff”) and all employees not classified as “Exempt” or primarily
13 employed in executive, professional, or administrative capacities, employed by, or formerly
14 employed by Defendants in California (hereinafter referred to as “Non-Exempt Employees”
and/or “Class Members”).

15 2. During the liability period, defined as the applicable statute of limitations for each
16 and every cause of action contained herein, Defendants enforced shift schedules, employment
17 policies and practices, and workload requirements wherein Plaintiffs and all other Non-Exempt
18 Employees: (1) were not paid proper wages they earned for all hours they worked; (2) were not
19 permitted to take their full statutorily authorized rest and meal periods, or had their rest and meal
20 periods shortened or provided to them late due to the scheduling and work load and time
21 requirements placed upon them by Defendants. Defendants failed to pay such employees one (1)
22 hour of pay at the employees regular rate of compensation for each workday that the meal period
23 and/or rest period that was not properly provided.

24 3. During the liability period, Defendants have also failed to maintain accurate
25 itemized records reflecting total hours worked and have failed to provide Non Exempt
26 Employees with accurate, itemized wage statements reflecting total hours worked and
27 appropriate rates of pay for those hours worked.

4. Plaintiff, on behalf of herself and all Class Members, brings this action pursuant to Labor Code sections 201, 202, 203, 204, 210, 221, 225, 226, 226.7, 510, 512, 1194, 1198, 1199, California Code of Regulations, Title 8, section 11050 *et seq.* and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders, seeking unpaid lawful wages, unpaid rest and meal period compensation, penalties and other equitable relief, and reasonable attorneys’ fees and costs.

5. Plaintiff, on behalf of herself and others similarly situated, pursuant to Business and Professions Code sections 17200-17208, also seek restitution from Defendants for their failure to pay all overtime wages and rest and meal period premiums to each of their Non-Exempt Employees.

II.

VENUE

6. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendant conducts substantial and continuous commercial activities in Riverside County, California and each Defendant is within the jurisdiction of this Court for service of process purposes. Defendants employ numerous Class Members in Riverside County, California.

III.

PARTIES

7. Plaintiff is, and at all times mentioned in this complaint was, a resident of California.

8. Defendant PARALLON is a Tennessee limited liability company which operates throughout the State of California, including within the county of Riverside.

9. Defendant HEALTHTRUST is a Tennessee limited liability company which operates in the State of California within the county of Riverside.

10. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes, and based thereon alleges that each of the

1 Defendants designated herein as a DOE is legally responsible in some manner for the unlawful
2 acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the
3 true names and capacities of the Defendants designated hereinafter as DOES when such
4 identities become known.

5 11. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a
7 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
8 Defendant are legally attributable to the other Defendants.

9 **IV.**

10 **FACTUAL BACKGROUND**

11
12 12. Plaintiff was employed by Defendants from approximately June 2021 through on
13 or about October 23, 2021. During her employment with Defendants, Plaintiff occupied the non-
14 exempt position of Certified Nursing Assistant. Her duties and responsibilities included, but were
15 not limited to, assisting with patients' daily living, answering call lights, testing vital signs, and
16 assisting patients with basic care such as attending bathroom facilities.

17 13. During the liability period, Defendants implemented policies and practices which
18 resulted in Plaintiff and Non Exempt Employees not receiving minimum wage for all hours
19 worked. For instance, Plaintiff would regularly work more than eight hours in one day, and more
20 than forty hours in one week, but would not always receive overtime pay at one-and-a-half times
21 the regular rate for their overtime hours. Furthermore, Plaintiff would regularly be required to
22 clock out for meal breaks during her shift but continue working while off-the-clock. Plaintiff and
23 Non-Exempt Employees were not compensated for this off-the-clock work and as a result were
24 not paid at the proper regular rate and overtime wage for all hours worked.

25 14. During the liability period, due to the work load requirements and time constraints
26 imposed by Defendant during each shift, Plaintiff and Class Members were required to work in
27 excess of five (5) hours, and in excess of ten (10) hours, without a minimum, uninterrupted thirty
28 (30) minute meal period, and were not compensated one (1) hour of pay at their regular rate of
compensation for each time that a compliant meal period was not provided, in violation of

1 California labor laws, regulations and IWC Wage Order. For instance, Plaintiff would usually be
2 unable to take a first meal break until the eighth or ninth hour of her shift, due to the demands of
3 the job and lack of staffing. When Plaintiff was able to take a meal break, she was rarely able to
4 take a full thirty (30) minute meal break without interruptions. Plaintiff and other Non-Exempt
5 Employees rarely, if ever, received an uninterrupted thirty (30) minute meal break when
6 required.

7 15. Due to the workload requirements and time constraints imposed by Defendant,
8 Plaintiff and Class Members were required to work without being permitted or authorized a
9 minimum ten (10) minute rest period for every four hours or major fraction thereof. Plaintiff and
10 Class Members were not compensated one (1) hour of pay at their regular rate of compensation
11 for each workday that a rest period was not provided, in violation of California labor laws,
12 regulations, and IWC Wage Orders. For instance, Plaintiff rarely, if ever, received any rest
13 breaks due to her job demands and lack of staffing.

14 16. Defendants have also failed to maintain accurate itemized records reflecting total
15 hours worked and have failed to provide Non Exempt Employees with accurate, itemized wage
16 statements reflecting total hours worked and appropriate rates of pay for those hours worked.

17 17. On Plaintiff's days of termination, Plaintiff did not receive her final paycheck and
18 were not compensated for waiting to receive her final paycheck.

19 18. Plaintiff is informed and believes, and based thereon allege, that Defendants
20 currently employ and during the relevant period have employed over one hundred (100)
21 employees in the State of California in non-exempt hourly positions.

22 19. Non-Exempt Employees employed by Defendants, at all times pertinent hereto,
23 have been non-exempt employees within the meaning of the California Labor Code, and the
24 implementing rules and regulations of the IWC California Wage Orders.

25 V.

26 **CLASS ACTION ALLEGATIONS**

27 20. Plaintiff seeks to represent a Class comprised of and defined as: All employees
28 who are or were employed by Defendants in the state of California as hourly non-exempt

1 employees within four (4) years prior to the date this lawsuit is filed (“liability period”) until
2 resolution of this lawsuit (collectively referred to as the “Class” and/or Class Members”).

3 21. Plaintiff also seeks to represent Subclasses which are composed of persons
4 satisfying the following definitions:

5 a. All Class Members employed by Defendants in the state of California as
6 hourly non-exempt employees and were not accurately and fully paid all lawful wages owed to
7 them including proper minimum wages and overtime wages for all their hours worked;

8 b. All Class Members employed by Defendants in the state of California as
9 hourly non-exempt employees who, within the liability period, have not been provided an
10 uninterrupted 30-minute meal period when they worked over five hours or over ten hours in a
11 work shift and were not provided compensation in lieu thereof;

12 c. All Class Members employed by Defendants in the state of California as
13 hourly non-exempt employees who, within the liability period, have not been provided a
14 minimum ten (10) minute rest period for every four (4) hours or major fraction thereof worked
15 per day and were not provided compensation in lieu thereof;

16 d. All Class Members employed by Defendants in the state of California as
17 hourly non-exempt employees who, within the liability period, were not provided with accurate
18 and complete itemized wage statements.

19 e. All Class Members employed by Defendants in the state of California
20 who, within the liability period, were not timely paid all wages due and owed to them during
21 their employment with Defendant; and

22 f. All Class Members employed by Defendants in the state of California
23 who, within the liability period, were not timely paid all wages due and owed to them upon the
24 termination of their employment with Defendant.

25 22. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend
26 or modify the class description with greater specificity or further division into subclasses or
27 limitation to particular issues.

28 23. This action has been brought and may properly be maintained as a class action

under the provisions of section 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity

24. The potential members of the Class as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiff is informed and believes that Defendants currently employ, and/or during the relevant time period employed, approximately over 100 Non-Exempt Employees in California who are or have been affected by Defendants' unlawful practices as alleged herein.

B. Commonality

25. There are questions of law and fact common to the Class predominating over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

- i. Whether Defendants also violated Labor Codes §§ 200, 1194, and 1197 for failing to pay minimum wages for time spent under the Defendants' control;
- ii. Whether Defendants violated Labor Code §§ 226.7, 512 and applicable IWC Wage Order by failing to provide statutorily compliant 30-minute meal periods to Non-Exempt Employees on days in which they worked more than 5 hours and more than 10 hours and failing to compensate said employees one hour's wages in lieu of meal periods;
- iii. Whether Defendants violated Labor Code § 226.7 and applicable IWC Wage Orders by failing to authorize and permit minimum 10-minute rest periods to Non-Exempt Employees for every four hours or major fraction thereof worked and failing to compensate said employees one hour's wages in lieu of rest periods;
- iv. Whether Defendants violated Labor Code § 226 and applicable IWC Wage Orders by failing to, among other violations, maintain accurate records of Non-Exempt Employees' earned wages, work periods, meal periods and deductions;

- 1 v. Whether Defendant violated Labor Code §§ 201-203 by failing to pay all earned wages
2 and/or premium wages due and owing at the time that any Class Members' employment
3 with Defendant terminated;
- 4 vi. Whether Defendant violated section 210 of the Labor Code by failing to pay all earned
5 wages and/or premium wages due and owing when such wages were due and payable;
- 6 vii. Whether Defendants violated section 17200 *et seq.* of the Business and Professions Code
7 and Labor Code sections §§ 201, 202, 203, 204, 221, 225, 226, 226.7, 510, 512, 1194,
8 1199, and applicable IWC Wage Orders, violation of which constitutes a violation of
9 fundamental public policy;

10 **C. Typicality**

11 26. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff
12 and all members of the Class sustained injuries and damages arising out of and caused by
13 Defendants' common course of conduct in violation of California laws, regulations, and statutes
14 as alleged herein.

15 **D. Adequacy of Representation**

16 27. Plaintiff will fairly and adequately represent and protect the interests of the
17 members of the Class. Counsel who represents Plaintiff is competent and experienced in
18 litigating large employment class actions.

19 **E. Superiority of Class Action**

20 28. A class action is superior to other available means for the fair and efficient
21 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
22 questions of law and fact common to the Class predominate over any questions affecting only
23 individual members of the Class. Each member of the Class has been damaged and is entitled to
24 recovery by reason of Defendants' unlawful policy and/or practice herein complained of.

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

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VI.
CAUSES OF ACTION

First Cause of Action

Failure to Pay Lawful Wages Including Overtime
(Lab. Code §§ 510, 1194, 1199)
(Against All Defendants)

30. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

31. During the liability period, Defendants' policies and/or practices resulted in Plaintiff and Non-Exempt Employees not receiving minimum wages for time spent working off the clock while subject to the control of Defendant all without pay. Labor Code § 1197 provides that employees are to be paid minimum wage for each hour worked.

32. During the liability period, Defendants' policies and/or practices resulted in Plaintiff and Non-Exempt Employees not receiving all lawful wages at the regular rate of pay when working overtime hours under Defendant's control. Labor Code § 510 provides that employees are to be paid one-half times and twice the regular rate of pay when working overtime hours.

33. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to represent have been deprived of compensation for all earned wages including minimum wage and overtime compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code section 1194 .

34. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

Second Cause of Action

Failure to Provide Lawful Meal Periods
Or Compensation in Lieu Thereof
(Lab. Code §§ 226.7, 512, IWC Wage Orders)
(Against All Defendants)

1 35. Plaintiff repeats and incorporates herein by reference each and every allegation
2 set forth above, as though fully set forth herein.

3 36. By failing to provide 30-minute uninterrupted meal periods for days on which
4 Non-Exempt employees work(ed) work periods more than 5 hours and more than 10 hours and
5 failing to provide compensation for such statutorily non-compliant meal periods, Defendant
6 violated the provisions of Labor Code § 512 and applicable IWC Wage Orders.

7 37. By failing to record and maintain adequate and accurate time records according to
8 sections 226 and 1174(d) of the Labor Code, Defendants have injured Plaintiff and Class
9 Members and made it difficult to calculate the unpaid meal period compensation due Plaintiffs
10 and Class Members.

11 38. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
12 represent have been deprived of premium wages in amounts to be determined at trial, and are
13 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code §
14 226.7.

15 39. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
16 described herein and below.

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19 **Third Cause of Action**
20 Failure to Provide Rest Periods
21 Or Compensation in Lieu Thereof
22 (Lab. Code §§ 226.7, IWC Wage Orders)
23 (Against All Defendants)

24 40. Plaintiff repeats and incorporates herein by reference each and every allegation
25 set forth above, as though fully set forth herein.

26 41. By failing to provide a minimum ten (10) minute rest period for every four hours
27 or major fraction thereof worked per day by Non-Exempt Employees, and failing to provide
28 compensation for such non-compliant rest periods, as alleged above, Defendants willfully
violated the provisions of Labor Code § 226.7 and IWC applicable Wage Orders.

1 42. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
2 represent have been deprived of premium wages in amounts to be determined at trial, and are
3 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code §
4 226.7.

5 43. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
6 described herein and below.

7
8 **Fourth Cause of Action**
9 Failure to Timely Pay Wages During Employment
10 (Lab. Code § 204)
 (Against All Defendants)

11 44. Labor Code § 204 requires that all wages are due and payable twice in each
12 calendar month. The wages required by Labor Code §§ 226.7, 510, 1194, 1197 and other
13 sections became due and payable to Plaintiff and Class Members in each month that he or she
14 was not paid all lawful wages owed or provided with lawful meal period or rest period to which
15 he or she was entitled. Defendants violated Lab. Code § 204 by failing to pay said wages when
16 they were due and payable.

17 45. Labor Code section 210 (a) provides that “In addition to, and entirely independent
18 and apart from, any other penalty provided in this article, every person who fails to pay the
19 wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205,
20 205.5, and 1197.5, shall be subject to a penalty as follow:

21 46. For any initial violation, one hundred dollars (\$100) for each failure to pay each
22 employee.

23 47. For each subsequent violation, or any willful or intentional violation, two hundred
24 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully
25 withheld.

26 48. As a result of the unlawful acts of Defendants alleged herein, Plaintiff and the
27 Class she seeks to represent have been deprived of wages in amounts to be determined at trial,
28 and are entitled to recovery of such amounts, plus interest and penalties.

1 49. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
2 described herein and below.

3
4 **Fifth Cause of Action**

5 Failure to Timely Pay Wages Due at Termination

6 (Lab. Code §§ 201-203)

7 (Against All Defendants)

8 50. Plaintiff repeats and incorporates herein by reference each and every allegation
9 set forth above, as though fully set forth herein.

10 51. Sections 201 and 202 of the California Labor Code require Defendant to pay its
11 employees all wages due within 72 hours of termination of employment. Section 203 of the
12 Labor Code provides that if an employer willfully fails to timely pay such wages the employer
13 must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in
14 full or an action is commenced. The penalty cannot exceed 30 days of wages.

15 52. As alleged herein, affected class members are entitled to compensation for all
16 forms of wages earned, including, overtime compensation, minimum wage, correct sick pay
17 wages and compensation for non-provided rest and meal periods but to date have not received
18 such compensation therefore entitling them Labor Code section 203 penalties.

19 53. More than 30 days have passed since Plaintiff and affected Class Members have
20 left Defendants' employ, and on information and belief, have not received payment pursuant to
21 Labor Code § 203. As a consequence of Defendant's willful conduct in not paying all earned
22 wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code
23 section 203 for failure to pay legal wages.

24 54. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as
25 described herein and below.

26
27 **Sixth Cause of Action**

28 Knowing and Intentional Failure to Comply With Itemized Employee

Wage Statement Provisions

(Lab. Code § 226(b))

(Against All Defendants)

55. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein

56. Section 226(a) of the California Labor Code requires Defendants to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiffs and the members of the proposed class. IWC Wage Orders require Defendants to maintain time records showing, among others, when the employee begins and ends each work period, meal periods, split shift intervals and total daily hours worked in an itemized wage statement, and must show all deductions and reimbursements from payment of wages, and accurately report total hours worked by Plaintiffs and the members of the proposed class. On information and belief, Defendants have failed to record all or some of the items delineated in Industrial Wage Orders and Labor Code § 226.

57. Plaintiff and Class Members have been injured by Defendants' actions by rendering them unaware of the full compensation to which they were entitled under applicable provisions of the California Labor Code and applicable IWC Wage Orders.

58. Pursuant Labor Code § 226, Plaintiff and Class Members are entitled up to a maximum of \$4,000.00 each for record-keeping violation.

59. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

Seventh Cause of Action
Violation of Unfair Competition Law
(Bus. & Prof. Code, §§ 17200-17208)
(Against All Defendants)

60. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

61. Business & Professions Code Section 17200 provides:
As used in this chapter, unfair competition shall mean and include any **unlawful, unfair** or fraudulent business act or practice and unfair, deceptive, untrue or

misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.) (Emphasis added.)

62. Defendant's violations of the Labor Code and Wage Order provisions set forth above constitute unlawful and/or unfair business acts or practices.

63. The actions of Defendant, as alleged within this Complaint, constitute false, fraudulent, unlawful, unfair, fraudulent and deceptive business practices, within the meaning of Business and Professions Code section 17200, *et seq.*

64. Plaintiff and Class Members have been personally aggrieved by Defendant's unlawful and unfair business acts and practices alleged herein.

65. As a direct and proximate result of the unfair business practices of Defendant, and each of them, Plaintiff, individually and on behalf of all employees similarly situated, are entitled to restitution of all wages which have been unlawfully withheld from Plaintiff and members of the Plaintiff's Class as a result of the business acts and practices described herein.

66. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described herein and below.

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VII.

PRAYER

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Court determine that this action may be maintained as a class action;
2. For compensatory damages in an amount according to proof with interest thereon;
3. For economic and/or special damages in an amount according to proof with interest thereon;
4. For premium wages pursuant to Labor Code §§ 226.7 and 512;
5. For premium pay and penalties pursuant to Labor Code § 203;

- 1 6. For attorneys' fees, interests and costs of suit under Labor Code §§ 226, 1194;
2 7. For such other and further relief as the Court deems just and proper.
3

4 **DEMAND FOR JURY TRIAL**

5 Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.
6

7 **Dated: October 21, 2022**

JAMES HAWKINS, APLC

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9
10 James R. Hawkins, Esq.
Isandra Y. Fernandez, Esq.
Kacey E. Cook, Esq.
11 Anthony L. Draper, Esq.

12 Attorneys for Plaintiff
13 REGINA THOMAS CARTER
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