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8 situated individuals

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN JOAQUIN**

11 MARY MAGDALENA MEJIA, individually
12 and on behalf of all similarly situated
13 individuals,

14 Plaintiff,

15 v.

16 TOURO UNIVERSITY MEDICAL GROUP,
a California corporation, TOURO
17 UNIVERSITY CALIFORNIA, form of entity
unknown, and DOES 1 through 10, inclusive,

18 Defendants.
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FILED
SUPERIOR COURT-STOCKTON

2023 JUL -7 PM 4:07

BRANDON E. RILEY, CLERK

BY ADRIANA GAMBOA
DEPUTY

CASE NO: STK-CV-UOE-2023-953

*Assigned to the Honorable Barbara Kronlun,
Dept. 10D*

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

**1. FAILURE TO PAY ALL MINIMUM AND
OVERTIME WAGES (LABOR CODE §§ 510,
1194, AND 1194.2)**

**2. FAILURE TO PROVIDE REST PERIODS
OR COMPENSATION IN LIEU THEREOF
(LABOR CODE §§ 226.7, 510, AND 1194; IWC
WAGE ORDER 4-2001)**

**3. FAILURE TO PROVIDE MEAL PERIODS
OR COMPENSATION IN LIEU THEREOF
(LABOR CODE §§ 226.7, 510, 512, AND 1194;
IWC WAGE ORDER 4-2001)**

**4. KNOWING AND INTENTIONAL
FAILURE TO COMPLY WITH ITEMIZED
EMPLOYEE WAGE STATEMENT
PROVISIONS (LABOR CODE § 226(a), (e),
(h))**

**6. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200**

**7. PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7, 510,
512, AND 1194 AND PURSUANT TO LABOR**

**CODE § 2699(a) FOR VIOLATIONS OF
LABOR CODE §§ 226.3 AND 558**

DEMAND FOR JURY TRIAL

Complaint Filed: February 3, 2023

Plaintiff MARY MAGDALENA MEJIA (“Plaintiff”), individually and on behalf of all similarly situated individuals (the “Class” or “Plaintiff Class”), on behalf of the general public, and as an “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, complains of TOURO UNIVERSITY MEDICAL GROUP, a California corporation, TOURO UNIVERSITY CALIFORNIA, form of entity unknown, TOURO UNIVERSITY, INC., a California corporation, and any subsidiaries or affiliated companies (hereinafter collectively referred to as “Defendants”), and each of them, as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Class Action and Representative Action, pursuant to Code of Civil Procedure § 382 and Labor Code § 2698 *et seq.*, on behalf of Plaintiff and all other employees who work or formerly worked for Defendants within the State of California.

2. For at least four (4) years prior to the filing of this action and continuing to the present (the “liability period”) Defendants have had a consistent policy of failing to pay all minimum and overtime wages due to Class Members (as defined below); provide legally compliant meal and rest periods or compensation in lieu thereof to Class Members; and to provide accurately itemized wage statements to Class Members.

3. Plaintiff, on behalf of herself and the Class Members, brings this action pursuant to Labor Code §§ 226(a), 226.7, 510, 512, 1194, and 1194.2, seeking compensation for all unpaid wages, liquidated damages, unpaid premium meal and rest period wages, statutory penalties, injunctive and other equitable relief, and reasonable attorneys’ fees and costs.

4. Plaintiff, on behalf of herself and Class Members and pursuant to Business & Professions Code §§ 17200-17208, seeks injunctive relief, restitution, and disgorgement of all benefits Defendants enjoyed from their failure to pay all wages due to Class Members.

5. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiff and Class Members in San Joaquin County, California.

6. Plaintiff, on behalf of herself and all aggrieved employees pursuant to Labor Code §§ 2698 *et seq.*, seeks penalties for Defendants' various violations of the California Labor Code.

7. Pursuant to the Judicial Council's Emergency Rule 9 of the California Rules of Court, Plaintiff's claims are subject to tolling from April 6, 2020 through October 1, 2020.

II.

PARTIES

A. Plaintiff

8. Plaintiff MARY MAGDALENA MEJIA has been employed by Defendants since February 2020 as a non-exempt employee in San Joaquin County, California.

9. During her work with Defendants, Plaintiff has been:

- a. Willfully denied the payment of all minimum and overtime wages;
- b. Willfully denied rest periods or compensation in lieu thereof;
- c. Willfully denied meal periods or compensation in lieu thereof; and
- d. Willfully denied accurately itemized wage statements.

B. Defendants

10. Defendant TOURO UNIVERSITY MEDICAL GROUP is a California corporation that employed Plaintiff and Class Members throughout the State of California, including San Joaquin County, California.

11. Defendant TOURO UNIVERSITY CALIFORNIA is an unknown form of entity that employed Plaintiff and Class Members throughout the State of California, including San Joaquin County, California.

12. Defendant TOURO UNIVERSITY, Inc. is a California corporation that employed Plaintiff and Class Members throughout the State of California, including San Joaquin County, California.

13. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who

1 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
2 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
3 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
4 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
5 designated hereinafter as DOES when such identities become known.

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

10 15. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
11 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
12 provisions of the California Labor Code as alleged herein.

13 III.

14 CLASS ACTION ALLEGATIONS

15 16. Plaintiff brings this action on behalf of herself, and all others similarly situated as a
16 Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent the
17 following class composed of and defined as follows:

18 THE CLASS

19 All non-exempt California employees employed by Defendants at any
20 time since the date four years preceding the filing of this Action, plus
21 any additional time tolled by the California State Judicial Council
22 pursuant to Emergency Rule 9 in response to the COVID-19 pandemic,
23 and continuing through the present.

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

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1 18. This action has been brought and may properly be maintained as a class action under
2 the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of
3 interest in the litigation and the proposed Class is easily ascertainable.

4 **A. Numerosity**

5 19. The potential members of the Class as defined are so numerous that joinder of all Class
6 Members is impracticable. While the precise number of Class Members has not been ascertained at
7 this time, Plaintiff is informed and believes, and based thereon alleges, that Defendants currently
8 employ, and during the relevant time periods employed, over 75 persons in the State of California
9 who fall within the Class definition.

10 20. Accounting for employee turnover during the relevant period necessarily increases this
11 number. Plaintiff alleges Defendants' employment records would provide information as to the
12 number and location of Class Members. Joinder of Class Members is not practicable.

13 **B. Commonality**

14 21. There are questions of law and fact common to the Class that predominate over any
15 questions affecting only individual Class Members. These common questions of law and fact include,
16 without limitation:

- 17 a. Whether Defendants failed to pay Plaintiff and Class Members all minimum
18 and overtime wages due, in violation of Labor Code §§ 510, 1194, and 1194.2;
- 19 b. Whether Defendants failed to properly provide rest periods or compensation in
20 lieu thereof to Plaintiff and Class Members, in violation of Labor Code §§
21 226.7, 510, and 1194, and IWC Wage Order 4-2001;
- 22 c. Whether Defendants failed to properly provide meal periods or compensation
23 in lieu thereof to Plaintiff and Class Members, in violation of Labor Code §§
24 226.7, 510, 512, and 1194, and IWC Wage Order 4-2001;
- 25 d. Whether Defendants failed to provide Plaintiff and Class Members with
26 accurately itemized wage statements, in accordance with Labor Code § 226(a)
27 and (e); and

e. Whether Plaintiff and Class Members are entitled to equitable relief pursuant to Business & Professions Code § 17200 *et seq.*

C. Typicality

22. The claims of the named Plaintiff are typical of the claims of Class Members. Plaintiff and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. Adequacy of Representation

23. Plaintiff will fairly and adequately represent and protect the interests of Class Members. Counsel who represents Plaintiff are competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

24. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all proposed Class Members is not practicable, and questions of law and fact common to the proposed Class predominate over any questions affecting only individual members of the proposed Class. Each member of the proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices.

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

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1 IV.

2 **CAUSES OF ACTION**

3 **FIRST CAUSE OF ACTION**

4 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

5 **FAILURE TO PAY ALL MINIMUM AND OVERTIME WAGES**

6 **(LABOR CODE §§ 510, 1194, AND 1194.2)**

7 26. Plaintiff incorporates paragraphs 1 through 25 of this Complaint as though fully set
8 forth herein.

9 27. Labor Code § 510 provides that, “any work in excess of eight hours in one workday
10 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
11 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
12 one-half times the regular rate of pay for an employee.” Labor Code § 1194 provides that “any
13 employee receiving less than the legal minimum wage or the legal overtime compensation applicable
14 to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this
15 minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and
16 costs of suit.”

17 28. Defendants failed to pay all minimum and overtime wages earned during the course
18 of employment, in violation of Labor Code §§ 510, 1194, and 1194.2, when it rounded down the
19 hours reflected on Plaintiff’s and Class Members’ time records to pay fewer hours than were actually
20 worked. On a weekly basis, this rounding deprived Plaintiff and Class Members of significant hours
21 worked and wages due. These failures to pay all minimum and overtime wages due constitute
22 violations of Labor Code §§ 510, 1194, and 1194.2.

23 29. As a result of the unlawful acts of Defendants in willfully failing to pay all wages,
24 Plaintiff and Class Members have been deprived of wages in amounts to be determined at trial, and
25 are entitled to restitution and recovery of such amounts, plus interest thereon, attorneys’ fees, and
26 costs pursuant to Labor Code § 1194, and liquidated damages pursuant to Labor Code § 1194.2.

27 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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V.

SECOND CAUSE OF ACTION

PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(LABOR CODE §§ 226.7, 510, AND 1194 AND IWC WAGE ORDER 4-2001)

30. Plaintiff incorporates paragraphs 1 through 29 of this Complaint as though fully set forth herein.

31. Plaintiff and Class Members are entitled to one hour of pay for each day that Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7 and IWC Wage Order 4-2001.

32. Defendants failed to pay premium wages to Plaintiff and Class Members who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order 4-2001. Plaintiff and Class Members are routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but are not paid premium wages of one hour's pay for each missed rest period. They are rarely, if ever, provided with a legally compliant rest period, and are never paid a premium wage for any missed rest period. Furthermore, when Plaintiff and Class Members are provided with a rest period, Defendants maintain an illegal policy and practice requiring them to remain on Defendants' premises during their rest periods, and subject to Defendants' control, which is not a rest period at all. Defendant also fails to authorize rest periods as required by California law. This violates Labor Code §§ 226.7, 510, and 1194 and IWC Wage Order No. 4-2001.

33. Pursuant to Labor Code §§ 226.7, 510, and 1194 and IWC Wage Order 4-2001, Plaintiff seeks the payment of all rest period compensation and all unpaid wages that she and Class Members are owed, according to proof.

Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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1 VI.

2 THIRD CAUSE OF ACTION

3 PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS

4 FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

5 (LABOR CODE §§ 226.7, 510, 512, AND 1194 AND IWC WAGE ORDER 4-2001)

6 34. Plaintiff incorporates paragraphs 1 through 33 of this Complaint as though fully set
7 forth herein.

8 35. Plaintiff and Class Members are entitled to one hour of pay for each day that
9 Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7
10 and 512 and IWC Wage Order 4-2001.

11 36. Defendants failed to pay premium wages to Plaintiff and Class Members who were
12 denied meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001. .
13 Plaintiff and Class Members were routinely denied, and not authorized to take, an uninterrupted, 30-
14 minute meal period for every shift worked that exceeded five hours in duration, and a second meal
15 period when they worked shifts greater than ten hours, but were not paid premium wages of one
16 hour's pay for each missed meal period. Defendants also maintained illegal meal period policies and
17 practices. When they are able to take a meal period, they are oftentimes late, cut short, or on-duty,
18 and subject to Defendants' control. This violates Labor Code §§ 226.7, 510, 512, and 1194 and IWC
19 Wage Order 4-2001.

20 37. Pursuant to Labor Code §§ 226.7, 510, 512, and 1194 and IWC Wage Order 4-2001,
21 Plaintiff seeks the payment of all unpaid wages and unpaid meal period compensation that she and
22 Class Members are owed, according to proof.

23 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

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VII.
FOURTH CAUSE OF ACTION
PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS
KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED
EMPLOYEE WAGE STATEMENT PROVISIONS
(LABOR CODE § 226(a), (e), (h))

38. Plaintiff incorporates paragraphs 1 through 37 of this Complaint as though fully set forth herein.

39. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

40. Defendants failed to issue Plaintiff and Class Members wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Plaintiff and Class Members were not paid all minimum and overtime wages due and all premium wages for unauthorized meal and rest periods, as stated above. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(9). In addition, the wage statements

1 issued to Plaintiff and Class Members overstate the total hours worked by improperly including
2 duplicate hours worked at certain rates of pay and set forth the overtime rate as only the overtime
3 premium and not the correct applicable rate of one and one-half times the regular rate of pay, in
4 violation of Labor Code §§ 226(a)(2) and 226(a)(9).

5 41. As a consequence of Defendants' willful conduct in failing to provide Class Members
6 with accurate itemized wage statements, Plaintiff and Class Members have been injured because they
7 have not been paid all wages due and were issued wage statements which do not reflect, and fail to
8 accurately state, all information required by Labor Code § 226(a). The missing information cannot
9 be discerned at all from the face of the wage statements themselves. As a result, Plaintiff and Class
10 Members are entitled to penalties pursuant to Labor Code § 226(e) to recover the greater of all actual
11 damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each
12 violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000 per employee, and
13 are entitled to an award of costs and reasonable attorneys' fees pursuant to Labor Code § 226(h).

14 Wherefore, Plaintiff and the Class she seeks to represent request relief as described below.

15 **VIII.**

16 **FIFTH CAUSE OF ACTION**

17 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

18 **UNFAIR COMPETITION PURSUANT TO**

19 **BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

20 42. Plaintiff incorporates paragraphs 1 through 41 of this Complaint as though fully set
21 forth herein.

22 43. This is a Class Action for Unfair Business Practices. Plaintiff, on her own behalf and
23 on behalf of the general public, and on behalf of others similarly situated, bring this claim pursuant
24 to Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this
25 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public,
26 and Class Members. Plaintiff seeks to enforce important rights affecting the public interest within
27 the meaning of Code of Civil Procedure § 1021.5.
28

1 44. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
2 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
3 appropriate equitable relief.

4 45. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
5 practices.

6 46. Wage and hour laws express fundamental public policies. Properly providing
7 employees with all wages due are fundamental public policies of this State and of the United States.
8 Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor
9 standards, to ensure that employees are not required or permitted to work under substandard and
10 unlawful conditions, and to protect law-abiding employers and its employees from competitors who
11 lower their costs by failing to comply with minimum labor standards.

12 47. Defendants have violated statutes and public policies. Through the conduct alleged
13 in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
14 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
15 business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff,
16 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
17 guaranteed to all employees under law.

18 48. Defendants’ conduct, as alleged herein, constitutes unfair competition in violation of
19 §17200 *et seq.* of the Business & Professions Code.

20 49. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
21 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
22 17200 *et seq.* of the Business & Professions Code.

23 50. As a proximate result of the above-mentioned acts of Defendants, Plaintiff and others
24 similarly situated have been damaged in a sum as may be proven.

25 51. Unless restrained by this Court, Defendants will continue to engage in the unlawful
26 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court
27 should make such orders or judgments, including the appointment of a receiver, as may be necessary
28 to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or

1 deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited
2 to, disgorgement of profits which may be necessary to restore Plaintiff and Class Members to the
3 money Defendants have unlawfully failed to pay.

4 **X.**

5 **SIXTH CAUSE OF ACTION**

6 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**

7 **PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF**
8 **LABOR CODE §§ 201-202, 226(a), 226.7, 510, 512, AND 1194, AND PURSUANT TO**
9 **LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

10 52. Plaintiff incorporates paragraphs 1 through 51 of this Complaint as though fully set
11 forth herein.

12 53. As a result of the acts alleged above, including the Labor Code violations set forth
13 herein, Plaintiff seeks penalties pursuant to Labor Code § 2698 *et seq.* Furthermore, Plaintiff further
14 alleges that Defendants paid their former non-exempt California employees employed from January
15 19, 2022 and continuing through the present (“Aggrieved Employees”) their final wages beyond the
16 time frames set forth in Labor Code §§ 201 and 202. As a result of Defendants’ failure to pay all
17 wages as detailed above, at the time of certain Aggrieved Employees’ separation from their
18 employment, they were not paid all final wages due and owing for the entirety of their employment.
19 This violates Labor Code §§ 201-202. Plaintiff alleges this on behalf of those Aggrieved Employees
20 no longer employed by Defendants.

21 54. For all violations of the Labor Code alleged herein, Plaintiff and Aggrieved Employees
22 are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

- 23 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
24 each subsequent violation of Labor Code §§ 201-202, 226(a), 226.7, 510, 512,
25 and 1194; and
26 b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor
27 Code §§ 226.3 and 558.
28

55. Penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

56. On January 19, 2023, February 2, 2023, and March 28, 2023, Plaintiff sent letters, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of January 19, 2023, February 2, 2023, or March 28, 2023. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as described below.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For liquidated damages pursuant to Labor Code § 1194.2 in the amount of all unpaid minimum wages due to Plaintiff and Class Members;
2. For compensatory damages pursuant to Labor Code § 1194 in the amount of all unpaid wages due to Plaintiff and Class Members;
3. For compensatory damages in the amount of one hour of wages for each day on which a meal period was not properly provided to Plaintiff and Class Members pursuant to Labor Code § 226.7;
4. For compensatory damages in the amount of one hour of wages for each day on which a rest period was not properly provided to Plaintiff and Class Members pursuant to Labor Code §§ 226.7 and 512;
5. For penalties pursuant to Labor Code § 226(e) for Plaintiff and members of the Class;
6. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.* for Plaintiff and Class Members;
7. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and Aggrieved Employees;

- 1 8. An award of prejudgment and post-judgment interest;
2 9. An award providing for payment of costs of suit;
3 10. An award of attorneys' fees; and
4 11. Such other and further relief as this Court may deem just and proper.

5 Dated: July 7, 2023

Respectfully submitted,

6 GAINES & GAINES
7 A Professional Law Corporation

8 By: *Daniel F. Gaines*
9 DANIEL F. GAINES
10 EVAN S. GAINES
11 Attorney for Plaintiff

12 **DEMAND FOR JURY TRIAL**

13 Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

14 Dated: July 7, 2023

Respectfully submitted,

15 GAINES & GAINES
16 A Professional Law Corporation

17 By: *Daniel F. Gaines*
18 DANIEL F. GAINES
19 EVAN S. GAINES
20 Attorney for Plaintiff

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_____ (For messenger) my business address is:

**Seth L. Neulight, Esq.
Hillary J. Baca, Esq.
NIXON PEABODY LLP
One Embarcadero Center, 32nd Floor
San Francisco, CA 94111
Attorneys for Defendants,
TOURO UNIVERSITY MEDICAL GROUP and TOURO UNIVERSITY, INC.**

____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier or driver authorized by the express carrier to receive documents.

_____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

____ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission on the counsel of record listed above.

I declare under penalty of perjury that the foregoing is true and correct.

Katherine Soriano
KATHERINE SORIANO