

1 Manny Starr (319778)
manny@frontierlawcenter.com

2 Daniel Ginzburg (327338)
dan@frontierlawcenter.com

3 **FRONTIER LAW CENTER**
4 23901 Calabasas Road, Suite 1084
Calabasas, CA 91302
5 Telephone: (818) 914-3433
6 Facsimile: (818) 914-3433

7 Attorneys for Sandra Yvette Lagunas, Stephanie Estela Certeza,
individually and on behalf of all others similarly situated

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/31/2023 12:24 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By A. Oliva, Deputy Clerk

9 **SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

11 SANDRA YVETTE LAGUNAS, STEPHANIE
12 ESTELA CERTEZA, individually and on behalf
of all others similarly situated,

13 Plaintiff(s),

14 v.

15 PASADENA HOSPITAL ASSOCIATION,
16 LTD; a California nonprofit corporation and
17 DOES 1 through 100,

18 Defendants.

Case No. **23AHCV02007**

COMPLAINT

1. Failure to Provide Compliant Meal Periods
2. Failure to Provide Compliant Rest Periods
3. Failure to Pay All Overtime Owed
4. Failure To Reimburse Work-Related Expenses
5. Wage Statement Penalties
6. Violation of Unfair Competition Law
7. Private Attorneys General Act

19
20
21 **RELEVANT PARTIES**

22 1. Plaintiff Sandra Yvette Lagunas ("Plaintiff") is an adult resident of Los Angeles County,
23 California, and was at all times relevant residing in Los Angeles County, California.

24 2. Plaintiff Stephanie Estela Certeza ("Plaintiff") is an adult resident of Los Angeles County,
25 California, and was at all times relevant residing in Los Angeles County, California.

26 3. Defendant Pasadena Hospital Association, LTD ("Defendant") is a California nonprofit
27 corporation with its principal place of business located in Los Angeles County, California.

28 Defendant is registered to and does conduct business in the State of California and is subject to the

1 laws of the State of California. All acts and omissions of Defendant employees as alleged herein
2 occurred while they were acting within the course and scope of their employment.

3 4. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
4 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
5 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
6 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
7 informed and believes, and based on such information and belief alleges, that each of the fictitiously
8 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
9 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
10 and Doe Defendants are collectively referred to as “Defendants”.

11 **JURISDICTION AND VENUE**

12 5. This action is properly filed in Los Angeles County because the acts and omissions that give
13 rise to Plaintiff’s claims took place in Los Angeles County, and Defendants transact substantial
14 business in this County.

15 6. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
16 alleged herein occurred in Los Angeles County, California and Plaintiff suffered damages from
17 such conduct within Los Angeles County, California.

18 **FACTUAL ALLEGATIONS**

19 7. At all times relevant, Plaintiffs were Defendants’ employees.

20 8. Plaintiff Sandra Yvette Lagunas was employed by Defendants from 9/2/2019 to the present.

21 9. Plaintiff Stephanie Estela Certeza was employed by Defendants from 4/2/2022 to the
22 present.

23 10. Defendants failed to provide Plaintiffs with compliant meal breaks because Plaintiffs’ meal
24 breaks were regularly missed, late or short due to severe understaffing.

25 11. Despite not being provided with compliant meal breaks, Defendant did not pay premium pay
26 for these missed breaks at Plaintiffs’ regular rate of pay.

1 12. Defendant failed to provide Plaintiffs with compliant rest breaks because Plaintiffs were not
2 allowed to leave the work premises during their rest breaks, they were subject to Employer's control
3 during the rest breaks. Thus, Plaintiffs were not provided with compliant rest breaks.

4 13. Despite not being provided with compliant rest breaks, Defendant did not pay premium pay
5 for these missed breaks at Plaintiffs' regular rate of pay.

6 14. Defendants failed to pay Plaintiffs all overtime owed because Plaintiffs received shift
7 differentials for working a swing shift and a night shift, however, these shift differentials were not
8 included in Plaintiffs regular rate of pay for purposes of calculating their overtime rate of pay. This
9 resulted in the underpayment of overtime to Plaintiffs.

10 15. Defendants failed to correctly calculate Plaintiff's regular rate of pay, and as a result,
11 underpaid Plaintiff's overtime and premium pay. Specifically, Defendants did not include all non-
12 discretionary pay that Plaintiff earned when calculating Plaintiff's regular rate of pay.

13 16. Defendants failed to reimburse Plaintiffs for all work-related expenses because Plaintiffs
14 were required to purchase scrub pants, t-shirts, and jackets in order to perform their work duties, but
15 Defendants did not reimburse Plaintiffs for these expenses.

16 17. Employer failed to pay Plaintiffs for all hours worked because it implemented an unlawful
17 time rounding policy. As a result of Employer's unlawful time rounding policy, Plaintiffs were
18 generally paid for less time than they worked, subjecting Employer to the civil penalties listed in
19 Labor Code sections 1197.1 and 2699.

20 18. Additionally, Employer illegally rounded Plaintiffs' meal break punches, resulting in late or
21 short meal breaks that falsely appeared compliant. As a result of Employers' illegal meal break
22 punch time rounding scheme, Plaintiffs were not paid premium pay for these non-compliant meal
23 breaks, subjecting Employer to the civil penalties listed in Labor Code sections 558 and 2699.

24 19. Finally, although Employer recorded the actual number of hours worked by Plaintiffs, it
25 chose to only display the rounded number of hours worked on Plaintiffs' wage statements. As a
26 result, Plaintiffs were unable to determine from their wage statements alone whether they were
27 being paid correctly, or whether the rounding scheme resulted in their being underpaid. Indeed, in
28

1 order to determine this information for themselves, Plaintiffs would have needed to reference their
2 unrounded time, which was not provided.

3 20. Case law makes it clear that the wage statements issued to Plaintiffs were not compliant.

4 21. Defendants failed to provide Plaintiffs with accurate wage statements because the wage
5 statements issued to Plaintiffs did not accurately list total wages owed and hours worked, among
6 other things.

7 **PAGA ALLEGATIONS**

8 22. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
9 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
10 (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil
11 action brought by an aggrieved employee on behalf of himself or herself and other current or former
12 employees pursuant to the procedures outlined in Labor Code section 2699.3.

13 23. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action
14 under PAGA after the following requirement have been met:

15 24. The aggrieved employee has provided written notice by online filing to the LWDA and by
16 certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the
17 Labor Code alleged to have been violated, including the facts and theories to support the alleged
18 violations; and

19 25. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the
20 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s
21 claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within
22 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may
23 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
24 to any other penalties to which the employee may be entitled.

25 26. On 6/12/23 Plaintiffs provided written notice by online filing to the LWDA and by certified
26 mail to Defendants of specific provisions of the Labor Code alleged to have been violated by
27 Defendants, including the facts and theories to support the alleged violations.

1 27. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiffs with written
2 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiffs seek
3 PAGA Penalties on behalf of all Aggrieved Employees.

4 28. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
5 and former, who were employed by Defendants within one year prior to 6/12/23, through final
6 disposition of this action.”

7 **FIRST CAUSE OF ACTION**

8 **Failure to Provide Compliant Meal Periods**

9 **By Plaintiff Against All Defendants**

10 29. Plaintiff incorporates by reference the paragraphs above.

11 30. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
12 employee for a work period of more than five hours per day without providing the employee with a
13 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
14 without providing the employee with a second meal period of not less than 30 minutes”.

15 31. An employer provides compliant meal breaks to its employees “if it relieves its employees
16 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
17 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
18 1004, 1040 (2012)).

19 32. Not only must an employer affirmatively relieve its employees of all duty during their meal
20 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
21 (*Brinker*, supra).

22 33. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

23 34. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
24 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
25 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
26 11 Cal. 5th 858 (2021)).

27 35. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
28 break was missed.

1 36. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
2 penalties, attorney fees, and costs.

3 **SECOND CAUSE OF ACTION**

4 **Failure to Provide Compliant Rest Periods**

5 **By Plaintiff Against All Defendants**

6 37. Plaintiff incorporates by reference the paragraphs above.

7 38. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
8 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
9 per four hours or major fraction thereof.

10 39. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
11 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
12 5th 257, 269 (2016)).

13 40. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

14 41. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
15 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
16 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
17 11 Cal. 5th 858 (2021)).

18 42. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
19 break was missed.

20 43. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
21 penalties, attorney fees, and costs.

22 **THIRD CAUSE OF ACTION**

23 **Failure to Pay All Overtime Owed**

24 **By Plaintiff Against All Defendants**

25 44. Plaintiff incorporates by reference the paragraphs above.

26 45. Labor Code section 510 provides that “[a]ny work in excess of eight hours in one workday
27 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
28

seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

46. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

47. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages, interest, penalties, attorney fees, and costs.

FOURTH CAUSE OF ACTION

Failure To Reimburse Work-Related Expenses

By Plaintiff Against All Defendants

48. Plaintiff incorporates by reference the paragraphs above.

49. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the employee's discharge of his or her duties.

50. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

51. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties, attorney fees, and costs.

FIFTH CAUSE OF ACTION

Wage Statement Penalties

By Plaintiff Against All Defendants

52. Plaintiff incorporates by reference the paragraphs above.

53. Labor Code section 226(a) requires employers to provide itemized wage statements to its employees that identify accurate information regarding their compensation. Defendants, as a matter of policy and practice, failed in its affirmative obligation to provide accurate itemized wage statements to Plaintiff in violation of Labor Code section 226(a).

54. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate and incomplete.

55. Defendants knowingly and intentionally issued wage statements that were inaccurate and incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

1 56. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
2 costs.

3 **SIXTH CAUSE OF ACTION**

4 **Violation of Unfair Competition Law**

5 **By Plaintiff Against All Defendants**

6 57. Plaintiff incorporates by reference the paragraphs above.

7 58. Defendants' conduct described herein constitutes unfair competition.

8 59. Specifically, Defendants have gained an unfair advantage over other similarly situated
9 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
10 owed.

11 60. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
12 wrongfully withheld wages.

13 61. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

14 **SEVENTH CAUSE OF ACTION**

15 **Private Attorneys General Act**

16 **By Plaintiff and the Aggrieved Employees Against All Defendants**

17 62. Plaintiff incorporates by reference the paragraphs above.

18 63. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
19 violation(s) of the Labor Code.

20 64. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

21 65. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
22 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
23 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

24 66. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
25 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
26 the penalties in Labor Code section 2699 apply.

1 67. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
2 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
3 sections 558, 1197.1, and 2699 apply.

4 68. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
5 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
6 and 2699 apply.

7 69. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
8 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
9 apply.

10 70. With respect to violations of Labor Code section 1197.1 for unlawful rounding, the penalties
11 in Labor Code section 2699 apply.

12 71. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
13 to Labor Code section 2699(g).

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

16 **First Cause of Action**

- 17 1. Damages and/or penalties pursuant to Labor Code section 226.7
18 2. Interest
19 3. Attorneys' fees
20 4. Costs
21 5. Other relief the court deems proper

22 **Second Cause of Action**

- 23 1. Damages and/or penalties pursuant to Labor Code section 226.7
24 2. Interest
25 3. Attorneys' fees
26 4. Costs
27 5. Other relief the court deems proper

28 ///

1 Third Cause of Action

- 2 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
3 2. Interest
4 3. Attorneys' fees
5 4. Costs
6 5. Other relief the court deems proper

7 Fourth Cause of Action

- 8 1. Reimbursement of all work-related expenses
9 2. Attorneys' fees
10 3. Costs
11 4. Other relief the court deems proper

12 Fifth Cause of Action

- 13 1. Penalties pursuant to Labor Code section 226
14 2. Attorneys' fees
15 3. Costs
16 4. Other relief the court deems proper

17 Sixth Cause of Action

- 18 1. Restitution of all wrongfully withheld wages
19 2. Attorneys' fees
20 3. Costs
21 4. Other relief the court deems proper

22 Seventh Cause of Action

- 23 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
24 2. Attorneys' fees
25 3. Costs
26 4. Other relief the court deems proper

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: August 31, 2023

/s/ D. Ginzburg
DANIEL GINZBURG
Attorney for Plaintiff