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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

ISABELLE SANCHEZ, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

WASHINGTON TOWNSHIP MEDICAL
FOUNDATION, a California Nonprofit
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 23CV057120

**FIRST AMENDED CLASS AND PAGA
ACTION COMPLAINT:**

- (1) FAILURE TO PAY ALL OVERTIME WAGES;
- (2) MEAL PERIOD VIOLATIONS;
- (3) REST PERIOD VIOLATIONS;
- (4) FAILURE TO PAY ALL SICK TIME;
- (5) WAGE STATEMENT VIOLATIONS;
- (6) FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES;
- (7) UNFAIR COMPETITION; and
- (8) PAGA PENALTIES

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Alameda

02/20/2024

Chad Flake, Executive Officer/Clerk of the Court

By: C. Huang Deputy
C. Huang

1 Plaintiff Isabelle Sanchez (“Plaintiff”), on behalf of herself and all other similarly situated
2 non-exempt employees, alleges and complains of Defendant Washington Township Medical
3 Foundation (“Defendant”) and DOES 1 to 50 (collectively “Defendants”) and each of them, as
4 follows:

5 **INTRODUCTION**

6 1. Defendant is a leading multi-specialty medical provider for Fremont, California, and
7 surrounding communities.

8 2. Plaintiff brings this class and PAGA representative action lawsuit against Defendant
9 for alleged violations of the California Labor Code and Business and Professions Code.

10 3. As set forth below, Plaintiff alleges that Defendant failed to pay all overtime
11 compensation and sick pay wages at the proper legal rates by failing to properly calculate the “regular
12 rate of pay.” In addition, Plaintiff alleges that Defendant’s meal and rest period policies and practices
13 failed to allow and permit non-exempt employees to take all compliant and timely meal and rest
14 periods or pay premium wages at the “regular rate of pay” in lieu thereof. Plaintiff further alleges that
15 Defendant failed to provide non-exempt employees with accurate written itemized wage statements
16 in violation of Labor Code § 226(a), and failed to reimburse business expenses.

17 4. Based on these alleged Labor Code violations, Plaintiff now brings this class action
18 and PAGA representative action to recover unpaid wages, restitution, penalties, and other related
19 relief for herself and all similarly situated non-exempt employees.

20 **JURISDICTION AND VENUE**

21 5. Plaintiff, on behalf of herself and all similarly situated employees, hereby brings this
22 class and PAGA action for recovery of unpaid wages and penalties under California Labor Code §§
23 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1174, 1174.4, 1199, 2802-
24 2804, 2698 *et seq.*, and applicable Industrial Welfare Commission Wage Orders (“Wage Orders”), in
25 addition to seeking declaratory relief and restitution pursuant to California Business and Professions
26 Code § 17200, *et seq.*

27 6. This class action is brought pursuant to the California Code of Civil Procedure § 382.

28 7. This Court has jurisdiction over Defendant’s violations of the California Labor Code

1 and applicable Wage Orders because the amount in controversy exceeds this Court's jurisdictional
2 minimum.

3 8. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
4 §§ 395(a) and 395.5, Defendant operates in California within the County of Alameda, and Defendant
5 is within the jurisdiction of this Court for purposes of service of process.

6 **PARTIES**

7 9. At all relevant times herein, Plaintiff, who is over 18, was and currently is a California
8 resident residing in the State of California. Defendant employed Plaintiff as a non-exempt employee
9 in the County of Alameda.

10 10. Plaintiff is informed and believes and thereon alleges that Defendant is authorized to
11 do business within the County of Alameda and is and/or was the legal employer of Plaintiff and the
12 Class Members during the applicable statutory periods. Plaintiff was, and is, a victim of Defendant's
13 policies and/or practices complained of herein and has been deprived of the rights guaranteed to her
14 by California Labor Code §§ 204, 210, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516,
15 1174, 1174.4, 1199, 2802-2804, 2698 *et seq.* and the California Business and Professions Code §
16 17200 *et seq.*, and applicable Wage Orders.

17 11. Plaintiff is informed and believes, and based thereon alleges, that during the four years
18 preceding the filing of the Complaint and continuing to the present, Defendant did (and continues to
19 do) business in the State of California, County of Alameda.

20 12. Plaintiff does not know the true names or capacities, whether individual, partner, or
21 corporate, of the Defendant sued herein as DOES 1 to 50, inclusive, and for that reason, said
22 Defendant is sued under such fictitious names, and Plaintiff will seek leave from this Court to amend
23 this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
24 believes, and thereon alleges, that each of said fictitious Defendant, whether individual, partners, or
25 corporate, were responsible in some manner for the acts and omissions alleged herein, and
26 proximately caused Plaintiff and the Classes to be subject to the unlawful employment practices
27 alleged herein.

13. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendant was and is the employer of Plaintiff and all members of the Classes. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendant, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

14. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the Classes.

COMMON FACTUAL ALLEGATIONS

15. Defendant is a leading multi-specialty medical provider for the Fremont area and surrounding communities.

16. Plaintiff is employed by Defendant as a non-exempt employee with the title of “Patient Service Coordinator.”

17. Plaintiff began working for Defendant on October 10, 2020, and remains employed. Plaintiff and other non-exempt employees (including, but not limited to, Certified Medical Assistant, Surgery Scheduler, Medical Office Assistant, Licensed Vocational Nurse, and all other non-exempt positions) were responsible for all aspects of Defendant's business in California. However, in these roles, Plaintiff and other non-exempt employees were often not afforded all protections and rights conferred under the California Labor Code and applicable Wage Orders.

18. At all relevant times, Plaintiff and other non-exempt employees regularly worked various shifts, many of which were in excess of 8.0 hours in a workday and 40.0 hours in a workweek. Plaintiff alleges that other non-exempt employees were also subjected to the same policies, procedures, practices, working conditions, and corresponding wage and hour violations to which she

1 was subjected during her employment.

2 19. First, at all relevant times, Plaintiff and other non-exempt employees worked regular
3 shifts that lasted longer than 8.0 hours in a workday. This resulted in non-exempt employees regularly
4 working more than 40 hours in a workweek. However, Plaintiff and other non-exempt employees
5 were not properly paid at the correct overtime rate for all overtime hours worked due to Defendant's
6 uniform failure to include all forms of compensation/remuneration, including, but not limited to,
7 commissions, incentives, non-discretionary bonuses, and all other forms of remuneration in
8 calculating the "regular rate of pay" for purposes of overtime compensation.

9 20. Under the California Labor Code (as well as the FLSA), courts have consistently held
10 that regularly paid non-discretionary bonuses and other forms of pay must be included in determining
11 an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v. The*
12 *Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
13 bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F.
14 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgment to Plaintiff under California
15 and federal law on the grounds, that Defendant improperly calculated overtime by excluding annual
16 bonuses paid to employees from the "regular rate of compensation"]; see *Walling v. Youngerman-*
17 *Reynolds Hardwood Co.* (1945) 65 S.Ct. 1242, 1245. ("The regular rate by its very nature must reflect
18 all payments which the parties have agreed shall be received regularly during the workweek,
19 exclusive of overtime payments. It is not an arbitrary label chosen by the parties; it is an actual fact.
20 Once the parties have decided upon the amount of wages and the mode of payment, the determination
21 of the regular rate becomes a matter of mathematical computation, the result of which is unaffected
22 by any designation of a contrary 'regular rate' in the contracts."); see also 29 CFR §§ 778.110
23 ("production bonus") and 778.111 ("piece-rate").)

24 21. Labor Code § 510 requires an employer to compensate an employee who works more
25 than eight (8.0) hours in one workday, forty (40) hours in a workweek, and for the first eight (8.0)
26 hours worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular
27 rate of pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less
28 than twice the regular rate of pay when an employee works more than twelve (12) hours in a workday

1 or more than eight (8.0) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
2 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8.0) hours
3 in any workday or more than 40.0 hours in any workweek unless the employee receives one and one-
4 half (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the
5 workweek.

6 22. By their policy of requiring Plaintiff and the other non-exempt employees to work in
7 excess of eight (8.0) hours in a workday and/or forty (40.0) hours in a workweek without
8 compensating them at the lawful rate of one-half (1 1/2) their regular rate of pay, Defendant willfully
9 violated the provisions of Labor Code § 510 and the applicable Wage Orders.

10 23. Furthermore, at all relevant times, Defendant also failed in its obligation to provide
11 Plaintiff and other non-exempt employees the legally required paid sick days at the legal rate pursuant
12 to Labor Code §§ 246(a),(b), which requires that "[a]n employee who, on or after July 1, 2015, works
13 in California for the same employer for 30 or more days within a year from the commencement of
14 employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours
15 worked, beginning at the commencement of employment." Labor Code § 246(l)(1) provides that paid
16 sick time for non-exempt employees must be "calculated in the same manner as the regular rate of
17 pay for the workweek in which the employee uses paid sick time, whether or not the employee
18 actually works overtime in that workweek."

19 24. Additionally, Labor Code § 246(l)(2) states that the paid sick time must be "calculated
20 by dividing the employee's total wages, not including overtime premium pay, by the employee's total
21 hours worked in the full pay periods of the prior 90 days of employment." Finally, Labor Code §246(i)
22 requires employers to "provide an employee with written notice that sets forth the amount of paid
23 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
24 the employee's itemized wage statement described in Section 226 or in a separate writing provided
25 on the designated pay date with the employee's payment of wages."

26 25. Here, at all relevant times, Defendant failed in its obligation to provide Plaintiff and
27 other non-exempt employees the legally required paid sick days at the legal rate, including all forms
28 of compensation, pursuant to Labor Code §§ 246(a), (b). As such, Defendant paid sick time below

1 the “regular rate of pay” as required by Labor Code §§ 246(l) (1-2).

2 26. Furthermore, at all relevant times, Plaintiff and other non-exempt employees were
3 denied compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
4 Defendant’s uniform meal period policies/practices, operational requirements, and work demands,
5 Plaintiff and other non-exempt employees often could not take timely and uninterrupted net 30-
6 minute first meal periods before the end of the fifth hour of work. Further, Plaintiff and other non-
7 exempt employees often could not take a second 30-minute uninterrupted and timely meal period for
8 shifts in excess of 10.0 hours.

9 27. In addition, for each missed or non-compliant meal period, Defendant failed and
10 continues to fail to maintain a mechanism by which non-exempt employees were paid meal period
11 premiums at the “regular rate of pay” pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11
12 5th 858 and Labor Code § 226.7.

13 28. Accordingly, due to Defendant’s uniform meal period policies/practices, non-exempt
14 employees were also regularly denied legally compliant meal periods in violation of Labor Code §§
15 226.7, 510, 516, and applicable Wage Orders

16 29. Moreover, at all relevant times, Plaintiff and other non-exempt employees were not
17 provided with all uninterrupted 10-minute rest periods for every four hours worked, or major fraction
18 thereof due to Defendant’s uniform rest period policies/practices and work demands. As a result,
19 other non-exempt employees were and are often unable to take a net 10-minute duty free rest periods
20 for every major fraction of four hours worked. This includes a second rest period for shifts in excess
21 of six hours, and a third rest period for shifts in excess of 10 hours in a workday. In addition,
22 Defendant had the unlawful policy/ practice of making Plaintiff and other non-exempt employees
23 remain on premises during their rest periods. In addition, Defendant had the unlawful policy/ practice
24 of making Plaintiff and other non-exempt employees remain on premises during their rest periods.

25 30. By not relieving all non-exempt employees of all duties during rest periods, Defendant
26 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
27 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve employees of all
28 duties and relinquish control over how employees spend their time.”] (Emphasis added). In *Augustus*,

1 the California Supreme Court expressly rejected the employers' assertion that it could provide an on-
2 duty rest period to employees who worked as security guards and further explained "that employers
3 [must] relinquish any control over how employees spend their break time and relieve their employees
4 of all duties." *Id.* at 273. Each time non-exempt employees were unable to take a compliant rest
5 period, Defendant failed and continues to fail to adequately pay rest period premium payments at the
6 "regular rate of pay" as required by Labor Code § 226.7.

7 31. Accordingly, due to Defendant's uniform rest period policies/practices, non-exempt
8 employees were regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7,
9 512, and applicable Wage Orders.

10 32. As a result of Defendant's failure to pay Plaintiff and other non-exempt employees for
11 all hours they were subject to the control of Defendant, including all overtime, sick pay wages, and
12 Defendant's failure to pay for meal and rest period premiums at the "regular rate of pay," Defendant
13 issued wage statements which failed to identify the gross wages earned accurately, the total hours
14 worked, the net wages earned, and the correct corresponding number of hours worked at each hourly
15 rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

16 33. Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of
17 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
18 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
19 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
20 deduction statement or fails to keep the required in subdivision (a) of Section 226."

21 34. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
22 non-exempt employees may also recover Labor Code § 226.3 penalties for Defendant violations of
23 Labor Code § 226(a). Consequently, because Defendant failed to comply with Labor Code § 226(a),
24 Plaintiff and other non-exempt employees would be entitled to recover penalties under Labor Code
25 §§ 226(e).

26 35. Finally, at all relevant times, Defendant required Plaintiff and other non-exempt
27 employees to incur necessary business expenses for work-related purposes but did not reimburse non-
28 exempt employees adequately for these necessary expenditures in violation of Labor Code §§ 2802-

1 2804. Here, Defendant uniformly failed to reimburse non-exempt employees for the necessary costs
2 incurred, in discharging their duties. Accordingly, due to Defendant's uniform failure to adequately
3 reimburse for necessary business expenditures in violation of Labor Code §§ 2800-2802 and
4 applicable Wage Orders.

5 **CLASS ACTION ALLEGATIONS**

6 36. Plaintiff brings this action on behalf of herself and the following Classes pursuant to §
7 382 of the Code of Civil Procedure:

8 All current and former non-exempt hourly employees who work or worked
9 for Defendant in California during the four years immediately preceding the
filing of the Complaint through the date of trial. (the "Class");

10 All current and former non-exempt hourly employees who worked for
11 Defendant in California and who worked overtime hours during at least one
12 shift during the four years immediately preceding the filing of the
Complaint through the date of trial. ("the Overtime Subclass");

13 All current and former employees who work or worked for Defendant in
14 California during the one year immediately preceding the filing of the
Complaint through the date of trial. ("the Wage Statement Subclass")

15 (collectively "the Classes")

16 37. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
17 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
18 unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one
19 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of
20 Defendant's employment and payroll records.

21 38. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
22 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
23 non-exempt employees, which predominate over questions affecting only individual members
24 including, without limitation to:

25 1. Whether Defendant failed to pay overtime and sick pay wages at the "regular rate of
26 pay" to the members of the Class;

27 2. Whether Defendant provided legally compliant meal and rest periods or proper
28

1 compensation at the “regular rate of pay” in lieu thereof to members of the Class;

2 3. Whether Defendant allowed and permitted Plaintiff and the Class to take legally
3 compliant meal periods or pay premium wages at the “regular rate of pay” in lieu thereof;

4 4. Whether Defendant allowed and permitted Plaintiff and the Class to take legally
5 compliant rest periods or pay premium wages at the “regular rate of pay” in lieu thereof;

6 5. Whether Defendant allowed and permitted Plaintiff and the Class to leave the work
7 premises during meal and rest periods;

8 6. Whether Defendant furnished legally compliant wage statements to members of the
9 Wage Statement Subclass pursuant to Labor Code § 226(a); and

10 7. Whether Defendant failed to reimburse Class Members for all necessary business
11 expenses in violation of Labor Code §§ 2802-2804.

12 39. **Predominance of Common Questions:** Common questions of law and fact
13 predominate over questions that affect only individual members of the Classes. The common
14 questions of law set forth above are numerous and substantial and stem from Defendant’s policies
15 and/or practices applicable to each individual class member, such as, without limitation, Defendant’s
16 failure to pay for all hours worked and failure to adequately calculate the “regular rate of pay” for
17 purposes of overtime pay and sick pay, Defendant’s failure to provide all compliant meal and rest
18 periods or premiums at the “regular rate of pay” in lieu thereof, Defendant’s failure to provide
19 accurate itemized wage statements, and Defendant’s failure to pay for all wages due upon separation
20 of employment. As such, the common questions predominate over individual questions concerning
21 each class member’s showing as to his or her eligibility for recovery or the amount of his or her
22 damages.

23 40. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
24 Plaintiff was employed by Defendant as a non-exempt employee in California during the statute(s)
25 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
26 Plaintiff, like the members of the Classes was deprived of overtime wages, sick pay wages, was
27 deprived of meal and rest period premium wages, was subject to Defendant’s uniform meal and rest
28 period policies/practices, was not provided accurate itemized wage statements, and was not timely

1 paid all wages owed upon separation of employment.

2 41. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
3 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
4 attorneys are ready, willing and able to fully and adequately represent the members of the Classes.
5 Plaintiff's attorneys have prosecuted and are actively litigating several wage-and-hour class actions
6 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
7 members of the Classes.

8 42. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
9 important public interest in establishing minimum working conditions and standards in California.
10 These laws and labor standards protect the average working employee from exploitation by
11 employers who have the responsibility to follow the laws and who may seek to take advantage of
12 superior economic and bargaining power in setting onerous terms and conditions of employment. The
13 nature of this action and the format of laws available to Plaintiff and members of the Classes make
14 the class action format a particularly efficient and appropriate procedure to redress the violations
15 alleged herein. If each employee were required to file an individual lawsuit, Defendant would
16 necessarily gain an unconscionable advantage since they could exploit and overwhelm the limited
17 resources of each individual plaintiff with their vastly superior financial and legal resources.

18 43. Moreover, requiring each member of the Classes to pursue an individual remedy would
19 also discourage the assertion of lawful claims by employees who would be disinclined to file an action
20 against their former and/or current employer for real and justifiable fear of retaliation and permanent
21 damages to their careers at subsequent employment. Further, the prosecution of separate actions by
22 the individual class members, even if possible, would create a substantial risk of inconsistent or
23 varying verdicts or adjudications with respect to the individual class members against Defendant
24 herein; and which would establish potentially incompatible standards of conduct for Defendant;
25 and/or legal determinations with respect to individual class members which would, as a practical
26 matter, be dispositive of the interest of the other class members not parties to adjudications or which
27 would substantially impair or impede the ability of the class members to protect their interests.
28 Further, the claims of the individual members of the class need to be sufficiently large to warrant

1 vigorous individual prosecution, considering all of the concomitant costs and expenses attending
2 thereto. As such, the Classes identified in Paragraph 36 are maintainable as Classes under § 382 of
3 the Code of Civil Procedure.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO PAY ALL OVERTIME WAGES**

6 **(AGAINST ALL DEFENDANT)**

7 44. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

8 45. This cause of action is brought pursuant to Labor Code §§ 204, 210, 510, 558, 1194,
9 and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime
10 hours worked and provide a private right of action for the failure to pay all overtime compensation
11 for overtime work performed.

12 46. At all times relevant herein, Defendant was required to properly pay Plaintiff and
13 members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code
14 § 1194 and the applicable Wage Orders.

15 47. Section 3 of the applicable Wage Order requires an employer to pay an employee “one
16 and one-half (1 1/2) times the employee’s regular rate of pay” for work in excess of 8 hours per
17 workday and/or in excess of 40 hours of work in the workweek. The same section also requires an
18 employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve
19 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in
20 the workweek. Defendant caused Plaintiff to work overtime and hours but did not compensate
21 Plaintiff or members of the Overtime Subclass at one and one-half times their “regular rate of pay”
22 for such hours.

23 48. Defendant failed to conform their pay practices to the requirements of the law. At all
24 relevant times herein, Defendant failed to conform their pay practices to the requirements of the law.
25 This unlawful conduct includes but is not limited to Defendant’s failure to include all forms of
26 compensation, including, but not limited to, non-discretionary bonuses and other 00pay in calculating
27 the “regular rate of pay,” which resulted in these individuals not being paid for all overtime hours
28 worked.

1 49. The foregoing policies and practices are unlawful and create an entitlement to recovery
2 by Plaintiff and the members of the Overtime Subclass in a civil action for the unpaid amount of
3 overtime wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit
4 according to Labor Code §§ 204, 210, 510, 1194, and 1198, the applicable Wage Orders, and Code
5 of Civil Procedure § 1021.5.

6 **SECOND CAUSE OF ACTION**

7 **MEAL PERIOD VIOLATIONS**

8 **(AGAINST ALL DEFENDANT)**

9 50. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

10 51. Plaintiff is informed and believes, and based thereon alleges, that Defendant failed in
11 their affirmative obligation to provide all of their hourly non-exempt employees, including Plaintiff
12 and members of the Class, with all required meal periods in accordance with the mandates of the
13 California Labor Code and applicable Wage Orders, for the reasons set forth in the Common
14 Allegations section of this Complaint.

15 52. Despite Defendant's violations, Defendant has not paid an additional hour of pay at
16 the "regular rate of pay" to Plaintiff and members of the Class at their respective regular rates of pay
17 for each violation, in accordance with California Labor Code § 226.7.

18 53. As a result, Defendant is responsible for paying premium compensation for meal
19 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the
20 applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

21 **THIRD CAUSE OF ACTION**

22 **REST PERIOD VIOLATIONS**

23 **(AGAINST ALL DEFENDANT)**

24 54. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

25 55. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516
26 establishes the right of non-exempt employees to be provided with a rest period of at least ten (10)
27 minutes for each four (4) hour period worked or major fraction thereof.

1 56. Due to their unlawful rest period policy/practices and operational requirements/work
2 demands, Defendant did not authorize and permit Plaintiff and members of the Class to take all rest
3 periods to which they were legally entitled. In addition, Defendant had the unlawful policy/ practice
4 of making Plaintiff and other non-exempt employees remain on premises during their rest periods.

5 57. Despite Defendant's violations, Defendant has not paid an additional hour of pay at
6 the "regular rate of pay" to Plaintiff and members of the Class at their respective regular rates of pay
7 for each violation, in accordance with California Labor Code § 226.7.

8 58. The foregoing violations create an entitlement to recovery by Plaintiff and members
9 of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest
10 thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§
11 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

12 **FOURTH CAUSE OF ACTION**

13 **FAILURE TO PAY ALL SICK TIME**

14 **(AGAINST ALL DEFENDANT)**

15 59. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

16 60. This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1,
17 1198, and 1199 which provide that "[a]n employee who, on or after July 1, 2015, works in California
18 for the same employer for 30 or more days within a year from the commencement of employment is
19 entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours worked, beginning
20 at the commencement of employment."

21 61. At all times relevant herein, Defendant was required to properly pay Plaintiff and
22 Class members for all sick time pursuant to California Labor Code § 246 and the applicable Wage
23 Orders.

24 62. Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must
25 be "calculated in the same manner as the regular rate of pay for the workweek in which the employee
26 uses paid sick time, whether or not the employee actually works overtime in that workweek."
27 Additionally, Labor Code § 246(l)(2) states that the paid sick time must be "calculated by dividing
28 the employee's total wages, not including overtime premium pay, by the employee's total hours

1 worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i)
2 requires employers to “provide an employee with written notice that sets forth the amount of paid
3 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
4 the employee’s itemized wage statement described in Section 226 or in a separate writing provided
5 on the designated pay date with the employee’s payment of wages.”

6 63. Defendant failed in their obligation to provide Plaintiff and the Class the legally
7 required paid sick days at the legal rate pursuant to Labor Code §§ 246(a),(b). Plaintiff and the Class
8 members were not paid at the correct “regular rate of pay.”

9 64. The foregoing policies and practices are unlawful and create an entitlement to recovery
10 by Plaintiff and the members of the Class in a civil action for the unpaid amount of wages, including
11 interest thereon, statutory penalties, attorney’s fees, and costs of suit according to Labor Code §§ 246
12 1192, 1194 *et seq.*, 1197, 1198, the applicable Wage Orders, and Code of Civil Procedure § 1021.5.

13 **FIFTH CAUSE OF ACTION**

14 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

15 **(AGAINST ALL DEFENDANT)**

16 65. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

17 66. Labor Code 226(a) states in pertinent part the following:

18 “(a) An employer, semimonthly or at the time of each payment of wages,
19 shall furnish to his or her employee, either as a detachable part of the check,
20 draft, or voucher paying the employee’s wages, or separately if wages are
21 paid by personal check or cash, an accurate itemized statement in writing
22 showing (1) gross wages earned, (2) total hours worked by the employee,
23 (3) the number of piece-rate units earned and any applicable piece rate if the
24 employee is paid on a piece-rate basis, (4) all deductions, provided that all
25 deductions made on written orders of the employee may be aggregated and
26 shown as one item, (5) net wages earned, (6) the inclusive dates of the
27 period for which the employee is paid, (7) the name of the employee and
28 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.”

1 67. As set forth above, during the Class Period, Defendant issued and continues to issue
2 wage statements to its employees, including Plaintiff and members of the Wage Statement Subclass,
3 which are inadequate under Labor Code Section 226(a).

4 68. As a result of Defendant's failure to pay Plaintiff and the Wage Statement Subclass
5 for all overtime wages, sick pay, and missed meal and rest period premiums at the appropriate legal
6 rate, Defendant failed to include required information on Plaintiff and the Wage Statement Subclass'
7 wage statements, including, but not limited to, the gross wages earned, the net wages earned in
8 violation of Labor Code section 226(a)(1,2,5, and 9).

9 69. Defendant's failure to comply with section 226(a) of the Labor Code was knowing
10 and intentional.

11 70. As a result of Defendant's issuance of inaccurate itemized wage statements to Plaintiff
12 and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor
13 Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial
14 penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty
15 of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from Defendant
16 pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys' fees.

17 **SIXTH CAUSE OF ACTION**

18 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

19 **(AGAINST ALL DEFENDANT)**

20 71. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

21 72. Labor Code 2802(a) states in pertinent part the following: "(a) An employer shall
22 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
23 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
24 of the employer, even though unlawful, unless the employee, at the time of obeying the directions,
25 believed them to be unlawful."

26 73. As set forth above, Plaintiff and Class members must be compensated for all necessary
27 business expenditures incurred in the discharge of their duties, including for the use of personal cell
28 phones, work tools, and uniforms. (See *Cochran v. Schwan's Home Service, Inc.* (2014) 228

1 Cal.App.4th 1137 (“We hold that when employees must use their personal cell phones for work-
2 related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the
3 employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed
4 is a reasonable percentage of their cell phone bills.”); *Ritchie v. Blue Shield of California*, 2014 WL
5 6982943, at *21 (N.D. Cal. 2014) (certifying class of cell phone reimbursement claim and adopting
6 the logic of *Cochran*).

7 74. At all relevant times, Defendant has failed to comply with Labor Code Section 2802
8 and the applicable Wage Orders by failing to reimburse Plaintiff and the Class for all necessary
9 business expenditures.

10 **SEVENTH CAUSE OF ACTION**

11 **UNFAIR COMPETITION**

12 **(AGAINST ALL DEFENDANT)**

13 75. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

14 76. Defendant has engaged and continues to engage in unfair and/or unlawful business
15 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
16 failing to pay for all hours worked, including overtime wages, sick pay wages, by failing to provide
17 all legally required meal and rest periods or pay premium payments at the “regular rate of pay” in
18 lieu thereof, by failing to provide accurate wage statements, failing to reimburse for all necessary
19 business expenses, and by failing to pay all earned wages at the time of separation from employment.

20 77. Defendant’s utilization of these unfair and/or unlawful business practices deprived
21 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
22 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
23 Defendant’s competitors who have been and/or are currently employing workers and attempting to
24 do so in honest compliance with applicable wage and hour laws.

25 78. Because Plaintiff is a victim of Defendant's unfair and/or unlawful conduct alleged
26 herein, Plaintiff, for herself and on behalf of the members of the Classes, seeks full restitution of
27 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
28 converted by Defendant pursuant to Business and Professions Code §§ 17203 and 17208.

79. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

80. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendant's current hourly non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

EIGHT CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT PENALTIES

(AGAINST ALL DEFENDANTS)

81. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

82. Defendants have committed several Labor Code violations against Plaintiff and other non-exempt employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other non-exempt employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other similarly non-exempt employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided based on the following Labor Code violations:

a. Failing to provide Plaintiff and other non-exempt employees all overtime and sick pay compensation at the appropriate premium rate in violation of Labor Code § 204, 210, 510, 1194, and 1198;

b. Failing to provide Plaintiff and other non-exempt employees with all of their statutorily mandated meal or rest periods or compensation at the “regular rate of pay” in lieu thereof in violation of Labor Code §§ 204, 510, 558, 1194 and 1198;

c. Failing to reimburse Plaintiff and other non-exempt employees with all incurred expenses in violation of Labor Code § 2802; and

d. Failing to furnish Plaintiff and non-exempt employees with complete, accurate,

1 itemized wage statements in violations of Labor Code § 226(a).

2 83. On or about December 8, 2023, Plaintiff notified Defendant Washington Township
3 Medical Foundation via certified mail and the California Labor and Workforce Development Agency
4 (“LWDA”) via its website of Defendant’s violations of the California Labor Code § 2698 *et seq.*,
5 with respect to violations of the California Labor Code identified in Paragraph 82(a)-(e). Now that
6 sixty-five days have passed since Plaintiff notified Defendant and the LWDA of these violations,
7 Plaintiff will have exhausted his administrative requirements for bringing a claim under the Private
8 Attorneys General Act with respect to these violations.

9 84. Plaintiff was compelled to retain the services of counsel to file this court action to
10 protect their interests and the interests of other non-exempt employees and to assess and collect the
11 civil penalties owed by Defendants. Plaintiff has incurred attorneys’ fees and costs, which she is
12 entitled to receive under California Labor Code § 2698 *et seq.*

13 **PRAYER FOR RELIEF**

14 **WHEREFORE**, Plaintiff prays for judgment for herself and all others on whose behalf this
15 suit is brought against Defendant, as follows:

- 16 1. For an order certifying the proposed Classes;
- 17 2. For an order appointing Plaintiff as representative of the Classes;
- 18 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 19 4. Upon the First Cause of Action, for compensatory, consequential, general and
20 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, and 1198 and
21 reasonable attorneys’ fees and costs;
- 22 5. Upon the Second Cause of Action, for compensatory, consequential, general and
23 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, and 1198 and
24 reasonable attorneys’ fees and costs;
- 25 6. Upon the Second Cause of Action, for compensatory, consequential, general and
26 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
- 27 7. Upon the Third Cause of Action, for compensatory, consequential, general and
28 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;

1 8. Upon the Fourth Cause of Action, for compensatory, consequential, general and
2 special damages according to proof pursuant to Labor Code §§ 246, 558, 1194.2, 1198, and 1199;

3 9. Upon the Fifth Cause of Action, penalties pursuant to Labor Code § 226(a), and
4 reasonable costs and attorneys' fees;

5 10. Upon the Sixth Cause of Action, for unreimbursed expenses, interest and attorney's
6 fees and costs pursuant to Labor Code §§ 2802-2804;

7 11. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the
8 Classes of all money and/or property unlawfully acquired by Defendant by means of any acts or
9 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

10 12. Upon the Eight Cause of Action, for civil penalties due to Plaintiff, other non-exempt
11 aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699
12 (a) and (f) including, but not limited to (1) \$100 for each initial violation and \$200 for each subsequent
13 violation per employee per pay period for those violations of the Labor Code for which no civil
14 penalty is specifically provided under the Labor Code;

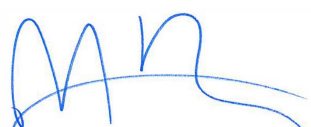
15 13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
16 § 218.6 and Civil Code §§ 3287 and 3289;

17 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
18 218.5, 226, 1194, Code of Civil Procedure § 1021.5; and

19 15. For such other relief, the Court may deem just and proper.
20

21 Dated: February 20, 2024

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

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23
24 By: 

25 Joshua Falakassa, Esq.

26 Mehrdad Bokhour, Esq.

27 Attorneys for Plaintiff and the Putative Classes
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