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JESUS ROLDAN, JR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JESUS ROLDAN, JR, on behalf of himself and all others similarly situated, Plaintiff, vs. MARTIN LUTHER KING JR. – LOS ANGELES (MLK-LA) HEALTHCARE CORPORATION dba MLK COMMUNITY HEALTHCARE and DOES 1-10, inclusive, Defendants.	Case No. 24STCV01475 Class Action FIRST AMENDED COMPLAINT 1. Failure to Pay Minimum Wages 2. Failure to Pay Overtime Wages (Non-Exempt Employees Class) 3 Failure to Pay Overtime Wages (Bonus Class) 4. Failure to Provide Second Meal Periods 5. Failure to Provide Accurate Wage Statements 6. Failure to Pay All Wages Owed Upon Termination 7. Civil Penalties Under PAGA DEMAND FOR JURY TRIAL

Plaintiff Jesus Roldan, Jr. ("Plaintiff"), on behalf of himself and all others similarly situated, complains and alleges as follows:

INTRODUCTION

1. This class action and representative action lawsuit arises out of the failure of defendant Martin Luther King Jr. – Los Angles (MLK-LA) Healthcare Corporation dba MLK Community Healthcare ("Defendant" or "MLKHC") to comply with various wage and hour laws. Defendant

engages in the rounding of hours worked by non-exempt employees into quarter hour increments. Over time, the rounding is not even but results in non-exempt employees not being paid all the minimum wages and overtime wages owed to them. Defendant also fails to pay non-exempt employees who receive bonus payments earned over periods of time they work overtime hours all the overtime wages owed to them because Defendant does not pay them the additional overtime wages owed as a result of bonus payments increasing their regular rate of pay. Defendant also fails to provide second meal periods to non-exempt employees whose time clock records reflect that they work more than 12 hours in a workday. Because Defendant anticipates that non-exempt employees will not work more than 12 hours in a workday and requires them to sign meal period waivers, Defendant does not provide second meal periods to any non-exempt employees. But despite Defendant's practice of rounding so that the total of hours worked appears not to exceed 12 hours in a workday, on many occasions non-exempt employees do work more than 12 hours in a workday. Because the meal period waivers signed by non-exempt employees provide that second meal periods are not waived if they work more than 12 hours in a workday, the meal period waivers do not exempt Defendant from the obligation to provide them with second meal periods when they work more than 12 hours in a workday. As a result of the above, Defendant fails to provide non-exempt employees with accurate wage statements and Defendant fails to pay non-exempt employees all the wages owed to them at the time their employment ends. Defendant also fails to provide non-exempt employees with accurate wage statements because the wage statements provided to them do not state the correct name of Defendant. Although the legal name of Defendant is Martin Luther King Jr. – Los Angeles (MLK-LA) Healthcare Corporation and Defendant at times does business under the fictitious name MLK Community Healthcare, wage statements provided to non-exempt employees state that the name of their employer is MLK Community Hospital. Defendant's violations of the Labor Code also make Defendant liable for civil penalties – 75% payable to the Labor Workforce Development Agency ("LWDA") and 25% payable to aggrieved employees -- under the Private Attorneys General Act ("PAGA"), Labor Code Section 2699 et seq. Plaintiff seeks all damages and penalties to which he and other non-exempt employees are entitled for Defendant's violations of the Labor Code.

JURISDICTION AND VENUE

2. Venue is proper in the County of Los Angeles because Plaintiff and other class members worked for Defendant in the County of Los Angeles and the obligations of Defendant to Plaintiff and other class members under the California Labor Code were breached in the County of Los Angeles.

3. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California, Defendant is qualified to do business in California, and Defendant regularly conducts business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

THE PARTIES

A. Plaintiff

4. Plaintiff worked as a non-exempt employee for Defendant in Los Angeles, California from approximately June 27, 2022 until his employment ended around August 16, 2023. During Plaintiff's employment, Defendant had a practice of rounding the hours worked by Plaintiff to quarter hour increments. This rounding practice was not "even" but, over time, resulted in Plaintiff not being paid wages for all the hours he worked. For example, attached as Exhibit 1 is a page from Plaintiff's Time Detail records that includes all the time clock entries for Plaintiff between March 5, 2023 and March 15, 2023. According to these entries, Plaintiff was not paid for a total of 32 minutes that he worked between March 5, 2023 and March 15, 2023. The entries reflect the total amount of time worked by Plaintiff, and the total amount of time for which Plaintiff was paid wages, as follows:

Date	Total Hours Worked	Total Hours for Wages Paid	Difference
3/5/23	12 hours 13 minutes	12 hours	-13
3/7/23	11 hours 58 minutes	12 hours	+2
3/8/23	12 hours 4 minutes	12 hours	-4
3/9/23	12 hours 4 minutes	12 hours	-4
3/11/23	12 hours 3 minutes	12 hours	-3
3/12/23	12 hours	12 hours	0
3/14/23	8 hours 11 minutes	8 hours	-11
3/15/23	7 hours 59 minutes	8 hours	+1

Total -32

5. Prior to beginning work with Defendant, Plaintiff signed a meal period waiver pursuant to which he agreed to waive a second meal period when he worked "over ten (10) hours but no more than twelve (12) hours in a workday." A copy of this meal period waiver is attached hereto as Exhibit 2. Although this meal period waiver did not relieve Defendant from the obligation to provide Plaintiff a second meal period when he worked more than 12 hours in a workday, during Plaintiff's employment with Defendant, he was not provided with a second meal period on the days he worked, as reflected by his time clock records, more than 12 hours. For example, Plaintiff was not provided a second meal period on 3/5/23, 3/8/23, 3/9/23 or 3/11/23 even though the time clock entries on Exhibit 1 show that he worked more than 12 hours on those days. When Defendant failed to provide Plaintiff a second meal period on the days he worked more than 12 hours, Defendant also failed to pay Plaintiff the premium wages owed to him s as a result of Defendant's failure to provide him with a second meal period those days.

6. On April 28, 2023 Defendant paid Plaintiff a bonus of $1,000 described on his wage statement as "State Retention Pay." Attached as Exhibit 3 is a copy of the wage statement reflecting the payment of this bonus. The amount of this bonus was not discretionary but was based on the amount of hours Plaintiff had worked for Defendant in 2022. Since Plaintiff worked overtime hours in 2022, the payment of this non-discretionary bonus increased Plaintiff's regular rate of pay for the time periods during which the bonus was earned but Defendant never paid Plaintiff the additional amounts of overtime wages owed to him as a result of the increase in his regular rate of pay.

7. During his employment, Plaintiff did not receive accurate wage statements because Defendant failed to pay him all the wages owed to him as a result of Defendant's uneven rounding practices and/or because Defendant failed to pay Plaintiff premium wages owed as a result of Defendant failing to provide him a second meal period on the workdays he worked more than 12 hours. Defendant also failed to provide Plaintiff with accurate wage statements because his wage statements did not state the correct name of Defendant. As reflected by Exhibit 2, the wage statements provided to Plaintiff stated the name of his employer as MLK Community Hospital. But the legal name of Defendant, as listed on the California Secretary of State website, is Martin Luther King Jr – Los

Angeles (MLK-LA) Healthcare Corporation. Although Defendant also conducts business under the fictitious business name MLK Community Healthcare, a name which appears on many of Plaintiff's employment documents and is listed as a fictitious business name on the Los Angeles County Registrar-Recorder/County Clerk website, the name MLK Community Hospital is not listed as a fictitious business name on the Los Angeles County Registrar-Recorder/County Clerk website.

8. At the time his employment ended, Plaintiff was not paid all the wages earned and owed to him during his employment, because Defendant failed to pay him all the wages owed to him as a result of Defendant's uneven rounding practices, because Defendant failed to pay Plaintiff premium wages owed as a result of Defendant failing to provide him a second meal period on the workdays he worked more than 12 hours, and/or because failed to pay Plaintiff the additional overtime wages owed to Plaintiff as a result of his bonus pay increasing his regular rate of pay.

B. <u>Defendants</u>

9. At all relevant times, Defendant has been a corporation organized under the law of the State of California with a principal place of business in Los Angeles, California. Defendant operates one or more healthcare facilities in the state of California. Defendant is or was the employer of Plaintiff and other similarly situated employees Plaintiff seeks to represent at the time Defendant breached its legal obligations to them as described herein, and Defendant continues to breach legal obligations owed to similarly situated employees currently employed by Defendant.

10. Plaintiff is ignorant of the true name, capacity, relationship and extent of participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 10, but is informed and believes and thereon alleges that said Defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

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

CLASS ACTION ALLEGATIONS

12. Plaintiff brings his class action laims on behalf of himself and all other similarly situated employees (collectively the "Class") as a class action pursuant to Section 382 of the Code of Civil Procedure. The members of the Class belong to the Non-Exempt Employees Class, Meal Period Class, Bonus Class, Wage Statement Class, and Final Wages Class which are defined as follows:

Non-Exempt Employees Class: All persons, other than Class Members bound by the judgment in Los Angeles Superior Court Case No. 21STCV02745 who did not work for Defendant after June 22, 2023 who, at any time since June 22, 2022 worked for Defendant in California as a non-exempt hourly employee.

Meal Period Class: All persons, other than Class Members bound by the judgment in Los Angeles Superior Court Case No. 21STCV02745 who did not work for Defendant after June 22, 2023, who, at any time since June 22, 2022, worked for Defendant in California as a non-exempt hourly employee who, according to their time clock records, worked more than 12 hours in a workday.

Bonus Class: All persons other than Class Members bound by the judgment in Los Angeles Superior Court Case No. 21STCV02745 who did not work for Defendant after June 22, 2023, who, at any time since June 22, 2022 worked for Defendant in California as a non-exempt hourly employee and received a retention bonus earned over a period of time he or she worked overtime hours.

Wage Statement Class: All persons, other than Class Members bound by the judgment in Los Angeles Superior Court Case No. 21STCV02745 who did not work for Defendant after June 22, 2023. who, at any time since the date one year before the filing of the complaint in this action: 1) worked for Defendant in California as a non-exempt hourly employee; and/or 2) worked for Defendant in California as a non-exempt hourly employee who, according to their time clock records, worked more than 12 hours in a workday.

Final Wages Class: All persons, other than Class Members bound by the judgment in Los Angeles Superior Court Case No. 21STCV02745 who did not work for Defendant after June 22, 2023, who worked for Defendant in California, whose employment ended at any time since

June 22, 2022, who: 1) worked for Defendant as a non-exempt hourly employee; 2) worked for Defendant as a non-exempt hourly employee who, according to their time clock records, worked more than 12 hours in a workday; and/or 3) worked for Defendant as a non-exempt hourly employee and received a retention bonus earned over a period of time he or she worked overtime hours.

13. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure Section 382 because there is a well-defined community of interests among many persons who comprise a readily ascertainable class:

a. The Class members are so numerous that the individual joinder of all of them as named plaintiffs is impracticable. While the exact number of Class members is unknown to Plaintiff at this time, Plaintiff is informed and believes and thereon allege that there are not less than 50 members in the Non-Exempt Employees Class, not less than 50 members in the Meal Period Class, not less than 50 members in the Bonus Class, not less than 50 members in the Wage Statement Class, and not less than 50 members in the Final Wages Class.

b. Common questions of law and fact exist as to members of the Class and predominate over any questions that affect only individual members of the Class. These common questions include, but are not limited to:

(1) Did Defendant have a policy or practice of rounding time clock entries to quarter hour increments that, over time, resulted in non-exempt employees not being paid wages for all the hours they worked?

(2) Did Defendant have a policy or practice of not providing second meal periods to non-exempt employees who, according to their time clock entries, worked more than 12 hours in a workday?

(3) Did meal period waivers signed by non-exempt employees relieve Defendant from the obligation to provide second meal periods when non-exempt employees worked more than 12 hours in a workday?

(4) Did Defendant have a policy or practice of not paying additional overtime wages owed to non-exempt employees who were paid a retention bonus earned over a period of time during which they worked overtime hours?

(5) Did Defendant have a policy or practice of not providing non-exempt employees with accurate wage statements?

(6) Did Defendant have a policy or practice of not paying all wages earned to non-exempt employees whose employment ended?

c. Plaintiff is a member of the Non-Exempt Employees Class, Meal Period Class, Bonus Class, Wage Statement Class, and Final Wages Class, and the claims of Plaintiff are typical of the claims of the other class members that Plaintiff seeks to represent. During his employment with Defendant, Plaintiff was subjected to the same unlawful practices that other non-exempt employee were subjected to when they worked for Defendant. Plaintiff and other members of the Class suffered the same injuries and seek the same relief.

d. Plaintiff will adequately and fairly protect the interests of the members of the Class. Plaintiff has no interest adverse to the interests of absent class members and Plaintiff is represented by attorneys with substantial class action experience in civil litigation and employment law.

e. A class action is superior to other available means (if any) for fair and efficient adjudication of the claims of the Class and would be beneficial for the parties and the court. Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require. The monetary amounts due to many individual Class members are likely to be relatively small, and the burden and expense of litigation would make it difficult or impossible for Class members to seek and obtain relief through individual lawsuits. A class action will serve an

important public interest by providing Class members an effective mechanism for redress of violation of their statutory rights.

14. Plaintiff is not aware of any difficulties likely to be encountered in the management of this action that would preclude its maintenance as a class action, but reserve the right to modify his allegations and/or the class definitions based on further investigation, discovery or legal developments.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(By Plaintiff and the Non-Exempt Employees Class against Defendant)

15. Plaintiff incorporates paragraphs 1 through 14 of this complaint as if fully alleged herein.

16. At all relevant times, Plaintiff and the other members of the Non-Exempt Employees Class were employees of Defendant covered by Labor Code Section 1197.

17. Pursuant to Labor Code Section 1197, Plaintiff and the other members of the Non-Exempt Employees Class were entitled to minimum wages for every hour they worked for Defendant.

18. Defendant failed to pay Plaintiff and other members of the Non-Exempt Employees Class all the minimum wages owed to them for every hour they worked for Defendant in accordance with Labor Code Section 1197. Plaintiff is informed and believes and thereon alleges that, during the liability period applicable to this cause of action, Defendant had a policy or practice of rounding the hours worked by non-exempt employees into quarter hour increments that, over time, resulted in Plaintiff and other non-exempt employees not being paid minimum wages for all the hours they worked for Defendant.

19. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Non-Exempt Employees Class have suffered damages in an amount, subject to proof, to the extent they were not paid all the minimum wages owed to them.

20. Pursuant to Labor Code Section 1194, Plaintiff and the other members of the Non-Exempt Employees Class are entitled to recover the full amount of their unpaid minimum wages, interest thereon, reasonable attorney's fees and costs of suit. Pursuant to Labor Code Section 1194.2, Plaintiff and other members of the Non-Exempt Employees Class are also entitled to recover liquidated

damages in an amount equal to the amount of unpaid minimum wages and interest thereon.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(By Plaintiff and the Non-Exempt Employees Class against Defendants)

21. Plaintiff incorporates paragraphs 1 through 16 of this complaint as if fully alleged herein.

22. At all relevant times, Plaintiff and the other members of the Non-Exempt Employees Class were employees of Defendant covered by Labor Code Section 510.

23. Pursuant to Labor Code Section 510, Plaintiff and the other members of the Non-Exempt Employees Class were entitled to overtime wages at the rate of 1 and ½ times their regular rate of pay for every hour of overtime worked for Defendant.

24. Defendant failed to pay Plaintiff and other members of the Non-Exempt Employees Class all the overtime wages owed to them for every hour of overtime they worked for Defendant in accordance with Labor Code Section 510. Plaintiff is informed and believes and thereon alleges that, during the liability period applicable to this cause of action, Defendant had a policy or practice of rounding the hours worked by non-exempt employees into quarter hour increments that, over time, resulted in Plaintiff and other non-exempt employees not being paid overtime wages for all the overtime hours they worked for Defendant.

25. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Non-Exempt Employees Class have suffered damages in an amount, subject to proof, to the extent they were not paid all the overtime wages owed to them.

26. Pursuant to Labor Code Section 1194, Plaintiff and the other members of the Non-Exempt Employees Class are entitled to recover the full amount of their unpaid overtime wages, interest thereon, reasonable attorney's fees and costs of suit.

THIRD CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(By Plaintiff and the Bonus Class against Defendants)

27. Plaintiff incorporates paragraphs 1 through 16 of this complaint as if fully alleged

herein.

28. At all relevant times, Plaintiff and the other members of the Bonus Class were employees of Defendant covered by Labor Code Section 510.

29. Pursuant to Labor Code Section 510, Plaintiff and the other members of the Bonus Class were entitled to overtime wages at the rate of 1 and ½ times their regular rate of pay for every hour of overtime worked for Defendant.

30. Defendant failed to pay Plaintiff and other members of the Bonus Class all the overtime wages owed to them for every hour of overtime they worked for Defendant in accordance with Labor Code Section 510. Plaintiff is informed and believes and thereon alleges that, during the liability period applicable to this cause of action, Defendant had a policy or practice of not paying additional amounts of overtime wages owed to non-exempt employees as a result of non-discretionary bonus payments increasing their regular rate of pay, which resulted in in Plaintiff and other members of the Bonus Class not being paid all the overtime wages owed to them for the overtime hours they worked for Defendant.

31. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Bonus Class have suffered damages in an amount, subject to proof, to the extent they were not paid all the overtime wages owed to them.

32. Pursuant to Labor Code Section 1194, Plaintiff and the other members of the Bonus Class are entitled to recover the full amount of their unpaid overtime wages, interest thereon, reasonable attorney's fees and costs of suit.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE SECOND MEAL PERIODS

(By Plaintiff and the Meal Period Class against Defendants)

33. Plaintiff incorporates paragraphs 1 through 16 of this complaint as if fully alleged herein.

34. At all relevant times, Plaintiff and the other members of the Meal Period Class were employees of Defendant covered by Labor Code Section 226.7 and Labor Code Section 512.

35. Pursuant to Labor Code Section 512, Plaintiff and the other members of the Meal Period Class were entitled to a second duty-free meal period of at least 30 minutes on days they worked more

than 10 hours, and pursuant to the meal period waivers signed by Plaintiff and other members of the Meal Period Class, they did not agree to waive their second meal periods on days they worked more than 12 hours. Pursuant to Labor Code Section 226.7, Plaintiff and the other members of the Meal Period Class were entitled to premium wages equal to one hour of pay at their regular rate of pay for every day that Defendant failed to provide a meal period in accordance with state law.

36. Defendant failed to provide Plaintiff and other members of the Meal Period Class with second meal periods in accordance with Labor Code Section 512 and failed to pay Plaintiff and other members of the Meal Period Class premium wages in accordance with Labor Code Section 226.7 for meal period violations. Plaintiff is informed and believes and thereon alleges that, during the liabilitys\ period applicable to this cause of action, Defendant had a policy or practice of: 1) not providing non-exempt employees a second meal period on the days they worked more than 12 hours in a workday; and 2) not paying non-exempt employees premium wages for meal period violations when they were not provided a second meal period on the days they worked more than 12 hours in a workday.

37. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Meal Period Class have suffered damages in an amount, subject to proof, to the extent they were not paid all the premium wages owed to them for meal period violations.

38. Plaintiff and the other members of the Meal Period Class are entitled to recover reasonable attorney's fees in connection with their meal period claims pursuant to Code of Civil Procedure Section 1021.5, the substantial benefit doctrine and/or the common fund doctrine

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(By Plaintiffs and the Wage Statement Class against Defendants)

39. Plaintiffs incorporate paragraphs 1 through 38 of this complaint as if fully alleged herein.

40. At all relevant times, Plaintiffs and the other members of the Wage Statement Class were employees of Defendant covered by Labor Code Section 226.

41. Pursuant to Labor Code Section 226(a), Plaintiff and the other members of the Wage Statement Class were entitled to receive, semimonthly or at the time of each payment of

wages, an accurate itemized wage statement showing, *inter alia*, the total amount of gross wages earned during the pay period, the total amount of net wages earned during the pay period, the total number of hours worked during the pay period, and the name of their employer.

42. Defendant failed to provide Plaintiff and other members of the Wage Statement Class accurate wage statements in accordance with Labor Code Sections 226(a). Plaintiff is informed and believes and thereon alleges that, during the liability period applicable to this cause of action, Defendant had a policy or practice of: 1) rounding the hours worked by non-exempt employees into quarter hour increments that, over time, resulted in non-exempt employees not being paid all the minimum or overtime wages owed to them; 2) not paying non-exempt employees premium wages for meal period violations when they were not provided a second meal period on the days they worked more than 12 hours in a workday; and/or 3) not stating on wage statements the correct name of Defendant. As a result, during the liability period applicable to this cause of action Defendant had a policy or practice of providing non-exempt employees wage statements that, in violation of Labor Code Section 226(a), did not state the total amount of gross wages earned during the pay period, the total amount of net wages earned during the pay period, the total number of hours worked during the pay period, and/or the name of Defendant.

43. Defendant's failure to provide Plaintiff and other members of the Wage Statement Class with accurate wage statements was knowing and intentional. Defendant had the ability to provide Plaintiff and other members of the Wage Statement Class with accurate wage statements but intentionally provided wage statements that Defendant knew did not comply with all the requirements of Labor Code Section 226(a). Defendant intended and knew that, during the liability period applicable to this cause of action, it had a policy or practice of: 1) rounding the hours worked by non-exempt employees into quarter hour increments that, over time, resulted in non-exempt employees not being paid all the minimum or overtime wages owed to them; 2) not paying non-exempt employees premium wages for meal period violations when they were not provided a second meal period on the days they worked more than 12 hours in a workday; and/or 3) not stating on wage statements the correct name of Defendant. Defendant thus intended and knew that, during the liability period applicable to this cause of action, it had a policy or practice

of providing wage statements to non-exempt employees that in violation of Labor Code Section 226(a), did not state the total amount of gross wages earned during the pay period, the total amount of net wages earned during the pay period, the total number of hours worked during the pay period, and/or the name of Defendant.

44. As a result of Defendant's conduct, Plaintiff and other members of the Wage Statement Class have suffered injury. From the wage statements provided to them alone, Plaintiff and other members of the Wage Statement Class could not promptly and easily determine the total amount of gross wages actually earned, the total amount of net wages actually earned, the total number of hours worked during the pay period, and/or the name of Defendant.

45. Pursuant to Labor Code Sections 226(e) Plaintiff and other members of the Wage Statement Class are entitled to recover fifty dollars for the initial pay period in which a violation of Labor Code Section 226(a) occurred and one hundred dollars for each violation of Labor Code Section 226(a) in every subsequent pay period, not to an exceed an aggregate penalty of four thousand dollars per employee.

46. Pursuant to Labor Code Sections 218, 226(e), and 226(g) Plaintiff and other members of the Wage Statement Class are entitled to recover the full amount of penalties due under Labor Code Section 226(e), reasonable attorney's fees and costs of suit.

SIXTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES UPON TERMINATION

(By Plaintiffs and the Final Wages Class against Defendants)

47. Plaintiffs incorporate paragraphs 1 through 38 of this complaint as if fully alleged herein.

48. At all relevant times, Plaintiff and the other members of the Final Wages Class were employees of Defendant covered by Labor Code Sections 201 or 202.

49. Pursuant to Labor Code Sections 201 or 202, Plaintiff and other members of the Final Wages Class were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to payment of all

wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid prior to resignation at the time of resignation.

50. Defendant failed to pay Plaintiff and other members of the Final Wages Class all wages earned and unpaid prior to termination in accordance with Labor Code Sections 201 or 202. Plaintiff is informed and believes and thereon alleges that during the liability period applicable to this cause of action, Defendant had a policy or practice of: 1) rounding the hours worked by non-exempt employees into quarter hour increments that, over time, resulted in non-exempt employees not being paid all the minimum or overtime wages owed to them; 2) not paying non-exempt employees premium wages for meal period violations when they were not provided a second meal period on the days they worked more than 12 hours in a workday; and/or 3) not paying additional amounts of overtime wages owed to non-exempt employees as a result of non-discretionary bonus payments increasing their regular rate of pay.

51. Defendant's failure to pay Plaintiff and members of the Final Wages Class all wages earned prior to termination in accordance with Labor Code Sections 201 or 202 was willful. Defendant had the ability to pay all wages earned by members of the Final Wages Class prior to termination in accordance with Labor Code Sections 201 or 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code Sections 201 or 202. Defendant intended and knew that, during the limitations period applicable to this cause of action, Defendant had a policy or practice of: 1) rounding the hours worked by non-exempt employees into quarter hour increments that, over time, resulted in non-exempt employees not being paid all the minimum or overtime wages owed to them; 2) not paying non-exempt employees premium wages for meal period violations when they were not provided a second meal period on the days they worked more than 12 hours in a workday; and/or 3) not paying additional amounts of overtime wages owed to non-exempt employees as a result of non-discretionary bonus payments increasing their regular rate of pay.

52. Pursuant to Labor Code Sections 201 or 202, Plaintiff and other members of the Final Wages Class are entitled to all wages earned prior to termination that Defendant failed to pay them.

53. Pursuant to Labor Code Section 203, Plaintiff and other members of the Final Wages

Class are entitled to penalty wages, from the day their earned and unpaid wages were due upon termination until paid, up to a maximum of 30 days of penalty wages.

54. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Final Wages Class have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages earned prior to termination.

55. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Final Wages Class have suffered damages in an amount, subject to proof, to the extent they were not paid all penalty wages owed under Labor Code Section 203.

56. Pursuant to Labor Code Sections 218 and 218.5, Plaintiff and other members of the Final Wages Class are entitled to recover the full amount of their unpaid wages, penalty wages under Labor Code Section 203, reasonable attorney's fees and costs of suit. Pursuant to Labor Code Section 218.6 or Civil Code Section 3287(a), Plaintiff and other members of the Final Wages Class are entitled to recover prejudgment interest on the amount of their unpaid wages and unpaid penalty wages.

SEVENTH CAUSE OF ACTION

CIVIL PENALTIES UNDER PAGA

(By Plaintiff and Aggrieved Employees against Defendants)

57. Plaintiff incorporates paragraphs 1 through 56 of this complaint as if fully alleged herein.

58. Labor Code Sections 2699(a) and (g) authorize an aggrieved employee, on behalf of himself and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3.

59. Plaintiff brings his claims for civil penalties under PAGA on behalf of "Aggrieved Employees" defined as follows: "All persons, other than Class Members bound by the judgment in Los Angeles Superior Court Case No. 21STCV02745 who did not work for Defendant after June 22, 2023, who, at any time since July 20, 2023: 1) worked for Defendant in California as a non-exempt hourly employee; and/or 2) worked for Defendant in California as a non-exempt hourly employee who, according to their time clock records, worked more than 12 hours in a workday."

60. Plaintiff has complied with the procedures for bringing suit specified in Labor Code

Section 2699.3. By letter dated January 19, 2024, Plaintiff gave written notice to LWDA (by electronic submission) and to Defendant (by certified mail) of Plaintiff's allegations against Defendant. A true and correct copy of this notice letter (without Exhibits 1-3, which are already attached hereto), is attached as Exhibit 4. As set forth therein, Plaintiff notified the LWDA that Plaintiff alleges that Defendants violates the Labor Code in the following ways with respect to non-exempt employees:

1. In violation of Labor Code Section 1197, MLKHC fails to pay non-exempt employees all the minimum wages owed to them because MLKHC engages in the rounding of hours worked by non-exempt employees into quarter hour increments which is not even but, over time, results in non-exempt employees not being paid all the minimum wages owed to them. For example, attached as Exhibit 1 is a page from Roldan's Time Detail records that includes all his time clock entries between March 5, 2023 and March 15, 2023. According to these entries, Roldan was not paid for a total of 32 minutes that he worked between March 5, 2023 and March 15, 2023. The entries reflect the total amount of time worked by Roldan, and the total amount of time for which he was paid wages, as follows:

Date	Total Hours Worked	Total Hours for Wages Paid	Difference
3/5/23	12 hours 13 minutes	12 hours	-13
3/7/23	11 hours 58 minutes	12 hours	+2
3/8/23	12 hours 4 minutes	12 hours	-4
3/9/23	12 hours 4 minutes	12 hours	-4
3/11/23	12 hours 3 minutes	12 hours	-3
3/12/23	12 hours	12 hours	0
3/14/23	8 hours 11 minutes	8 hours	-11
3/15/23	7 hours 59 minutes	8 hours	+1
		Total	-32

2. In violation of Labor Code Section 510, MLKHC fails to pay non-exempt employees who work overtime hours all the overtime wages owed to them because, as illustrated by Exhibit 1, MLKHC engages in the rounding of hours worked by non-exempt employees into quarter hour

increments which is not even but, over time, results in non-exempt employees not being paid all the overtime wages owed to them.

3. In violation of Labor Code Section 510, MLKHC fails to pay non-exempt employees who receive bonus payments earned over periods of time they work overtime hours all the overtime wages owed to them because MLKHC does not pay them the additional overtime wages owed as a result of bonus payments increasing their regular rate of pay. For example, on April 28, 2023 MLKHC paid Roldan a bonus of $1,000 described on his wage statement as "State Retention Pay." Attached as Exhibit 2 is a copy of the wage statement reflecting the payment of this bonus. The amount of this bonus was not discretionary but was based on the amount of hours Roldan had worked for MLKHC in 2022. Since Roldan worked overtime hours in 2022, the payment of this non-discretionary bonus increased his regular rate of pay for the time periods during which the bonus was earned but MLKHC never paid Roldan the additional amounts of overtime wages owed to him as a result of the increase in his regular rate of pay.

4. In violation of Labor Code Section 512, MLKHC fails to provide second meal periods to non-exempt employees who work more than 12 hours in a workday. Because MLKHC anticipates that non-exempt employees will not work more than 12 hours in a workday and requires them to sign meal period waivers, MLKHC does not provide second meal periods to non-exempt employees. But despite MLKHC's practice of rounding so that the total of hours worked appears not to exceed 12 hours in a workday, on many occasions non-exempt employees do work more than 12 hours in a workday. For example, Exhibit 1 shows that Roldan worked more than 12 hours on 3/5/23, 3/8/23, 3/9/23 or 3/11/23. As reflected by the copy of the meal period waiver signed by Roldan attached as Exhibit 3, the meal period waivers signed by non-exempt employees provide that second meal periods are only waived when non-exempt employees work "over ten (10) hours but not more than twelve (12 hours in one workday." Thus, the meal period waivers do not exempt MLKHC from the obligation to provide non-exempt employees with second meal periods when they work more than 12 hours in a workday.

5. In violation of Labor Code Section 226.7, MLKHC fails to pay non-exempt employees premium wages owed to them for meal period violations when they are not provided with second meal periods on the days they work more than 12 hours in a workday.

6. In violation of Labor Code Section 226, MLKHC fails to provide non-exempt employees with accurate wage statements. Wage statements provided to non-exempt employees fail to state the total amount of gross wages earned during the pay period, the total amount of net wages earned during the pay period, the total number of hours worked during the pay period, and/or the name of MLKHC because:

a. As explained above, MLKHC fails to pay non-exempt employees all the minimum wages and/or overtime wages owed to them as a result of its uneen rounding practices.

b. As explained above, MLKHC fails to pay non-exempt employees premium wages owed to them for meal period violations when they are not provided with second meal periods on the days they work more than 12 hours in a workday.

c. The wage statements provided to non-exempt employees do not state the correct name of MLKHC. As reflected by Exhibit 2, the wage statements provided to Roldan stated the name of his employer as MLK Community Hospital. But the legal name of MLKHC, as listed on the California Secretary of State website, is Martin Luther King Jr – Los Angeles (MLK-LA) Healthcare Corporation. Although MLKHC also conducts business under the fictitious business name MLK Community Healthcare, a name which appears on many of Roldan's employment documents and is listed as a fictitious business name on the Los Angeles County Registrar-Recorder/County Clerk website, the name MLK Community Hospital is not listed as a fictitious business name on the Los Angeles County Registrar-Recorder/County Clerk website.

7. In violation of Labor Code Section 204, fails to pay non-exempt employees the wages owed to them on regular paydays because, as explained above, MLKHC engages in the rounding of hours worked by non-exempt employees into quarter hour increments which is not even but, over time, results in non-exempt employees not being paid all the minimum and/or overtime wages owed to them.

8. In violation of Labor Code Sections 201 and/or 202, MLKHC fails to pay non-exempt employees whose employment ends all the wages owed to them upon the termination of their

employment. Non-exempt employees are not paid upon termination all the wages earned and unpaid prior to termination because, as explained above:

a. MLKHC fails to pay non-exempt employees all the minimum wages and/or overtime wages owed to them as a result of its uneven rounding practices.

b. MLKHC fails to pay non-exempt employees premium wages owed to them for meal period violations when they are not provided with second meal periods on the days they work more than 12 hours in a workday.

c. MLKHC fails to pay non-exempt employees who receive bonus payments earned over periods of time they work overtime hours all the overtime wages owed to them because MLKHC does not pay them the additional overtime wages owed as a result of bonus payments increasing their regular rate of pay.

61. Because the LWDA did not give Plaintiff any notice within 65 days of the postmark date of his notice letter to the LWDA that the LWDA either intended or did not intend to investigate any of her allegations, Plaintiff may now pursue a civil action for civil penalties under PAGA pursuant to Labor Code Section 2699.3.

62. Pursuant to Labor Code Sections 2699(a) and (f), Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendant's violations of the Labor Code in the following amounts:

a. For violation of Labor Code Sections 201, 202, 204, 226, 226.7, and 1197, one hundred dollars ($100) for each employee per pay period for the initial violation and two hundred dollars ($200) for each employee per pay period for each subsequent violation [penalty amount per Labor Code Section 2699(f)(2)].

b. For violation of Labor Code Section 510 and 512, fifty dollars ($50) for each employee for each pay period in addition to an amount sufficient to recover unpaid wages for the initial violation, and for each subsequent violation, one hundred dollars ($100) for each employee for each pay period in addition to an amount sufficient to recover unpaid wages [penalty amount per Labor Code Section 558].

63. Pursuant to Labor Code Section 2699(i), 75% of the civil penalties recovered shall be distributed to the LWDA, and 25% shall be distributed to the Aggrieved Employees.

64. Pursuant to Labor Code Section 2699(g), Plaintiff is entitled to an award of reasonable attorney's fees and costs in connection with her claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays for relief and judgment against Defendants as follows:

A. An order certifying that Plaintiff may pursue his claims as a class action under Section 382 of the Code of Civil Procedure.

B. An order appointing Plaintiff as the Class representative and appointing Plaintiff's counsel as counsel for the Class.

C. Damages for unpaid minimum wages under Labor Code Section 1194.

D. Liquidated damages under Labor Code Section 1194.2.

E. Damages for unpaid overtime wages under Labor Code Section 1194.

F. Damages for unpaid premium wages for meal period violations under Labor Code Section 226.7.

G. Penalties for inaccurate wage statements under Labor Code Section 226.

H. Damages for unpaid wages under Labor Code Section 201 and/or Labor Code Section 202.

I. Penalty wages under Labor Code Section 203.

J. Civil penalties under Labor Code Section 2699.

K. Pre-judgment interest.

L. Costs.

M. Reasonable attorney's fees.

N. Such other and further relief as the Court deems just and proper.

Dated: April 22, 2024

KARASIK LAW FIRM
MAJARIAN LAW GROUP, APC

By *s/ Gregory N. Karasik*
Gregory N. Karasik
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for himself and all others similarly situated on all claims so triable.

Dated: April 22, 2024

KARASIK LAW FIRM
MAJARIAN LAW GROUP, APC

By *s/ Gregory N. Karasik*
Gregory N. Karasik
Attorneys for Plaintiff

EXHIBIT 1

Time Detail

Time Period: 12/25/2022 - 12/23/2023
Query: Previously Selected Employee(s)
Actual/Adjusted: Show hours worked in this period only.

Data Up to Date: 10/13/2023 12:21:35 PM
Executed on: 10/13/2023 12:21PM GMT-07:00
Printed for: JWooldridge
Insert Page Break After Each Employee: No

Date/Time	Apply To	In Punch	In Exc	Out Punch	Out Exc	Override Amount	Adj/Ent Amount	Money Amount	Day Amount	Totaled Amount	Cum. Tot. Amount
Xfr/Move: Account		*Comment*		*Xfr: Work Rule*							
			US								
3/4/2023		10:46:00 AM		2:27:00 PM						3.75	531.50
3/4/2023	12:00 AM	Cafe						$54.89			531.50
3/4/2023	12:00 AM	This Day Approved					1.00				
3/5/2023		5:57:00 AM		10:07:00 AM						4.00	535.50
			US								
3/5/2023		10:37:00 AM		6:36:00 PM						8.00	543.50
3/5/2023	12:00 AM	This Day Approved					1.00				
3/7/2023		6:00:00 AM		10:26:00 AM						4.50	548.00
			US								
3/7/2023		10:56:00 AM		6:28:00 PM						7.50	555.50
3/7/2023	12:00 AM	This Day Approved					1.00				
3/8/2023		5:56:00 AM		10:08:00 AM						4.25	559.75
			US								
3/8/2023		10:38:00 AM		6:30:00 PM						7.75	567.50
3/8/2023	12:00 AM	This Day Approved					1.00				
3/9/2023		5:55:00 AM		10:54:00 AM						5.00	572.50
			US								
3/9/2023		11:24:00 AM		6:29:00 PM						7.00	579.50
3/9/2023	12:00 AM	This Day Approved					1.00				
3/11/2023		5:55:00 AM		10:08:00 AM						4.25	583.75
			US								
3/11/2023		10:39:00 AM		6:29:00 PM						7.75	591.50
3/11/2023	12:00 AM	This Day Approved					1.00				
3/12/2023		5:59:00 AM		10:57:00 AM						5.00	596.50
			US								
3/12/2023		11:27:00 AM		6:29:00 PM						7.00	603.50
3/12/2023	12:00 AM	This Day Approved					1.00				
3/14/2023		5:56:00 AM		10:22:00 AM						4.25	607.75
			US								
3/14/2023		10:52:00 AM		2:37:00 PM						3.75	611.50
3/14/2023	12:00 AM	This Day Approved					1.00				
3/15/2023		6:02:00 AM		10:47:00 AM						4.75	616.25
			US								
3/15/2023		11:18:00 AM		2:32:00 PM						3.25	619.50
3/15/2023	12:00 AM	This Day Approved					1.00				
3/16/2023	8:00 AM	PTO					8.00				627.50
3/17/2023		6:07:00 AM		10:50:00 AM						4.75	632.25
			US		CD						

EXHIBIT 2

MLK Community Healthcare

MEAL PERIOD WAIVER ELECTION FORM

INTRODUCTION

Employees who work a shift of greater than five (5) hours but no more than ten (10) hours are entitled to take one (1) thirty (30) minute meal period under California law. When the shift exceeds ten (10) hours, employees are entitled to take two (2) thirty (30) minute meal periods under California law. California law allows an employee to enter into a voluntary agreement with MLKCommunity Healthcare (MLK-LA) to waive one of his or her two (2) meal periods when the total hours worked in one shift exceeds ten (10) hours but is no more than twelve (12) hours in a workday or waive the one (1) applicable meal period when the employee works greater than five (5) hours but no more than six (6) hours in a workday.

Except where the conditions for an on-duty meal period are met, under no circumstances is any hourly employee permitted under California law to waive his or her meal period for shifts worked greater than 6 hours and less than 10 hours.

ELECTION: I am making the following meal period waiver election when I work more than five (5) hours but no more than six (6) hours in a workday or when I work in excess of ten (10) hours but no more than twelve (12) hours in one workday:

Pick one:

x JR (Initial) **Yes, I wish to waive my meal period when I work a shift of greater than five(5) hours but no more than six (6) hours.** This waiver may be revoked at any time.

_____(Initial) **No, I do not wish to waive my meal period when I work a shift of greater than five (5) hours but no more than six (6) hours.** I may change my election and choose to waive my meal period at any time.

Pick one:

x JR (Initial) **Yes, I wish to waive one (1) of my two (2) meal periods.** My initials certify that, when I work over ten (10) hours but no more than twelve (12) hours in one workday, I voluntarily agree to waiveone (1) of my two (2) meal periods that I otherwise would be entitled to take that day. I understand that I may revoke this waiver at any time by providing my supervisor at least one (1) day's written notice.

_____(Initial) **No, I do not wish to waive one (1) of my two (2) meal periods.** My initials certify that when I work over ten (10) hours but no more than twelve (12) hours in one workday, I do not wish to waive one (1) of my two (2) meal periods that I am entitled to take that day. I understand that I will be provided the opportunity to take two (2) thirty (30) minute meal periods each day on which I work in excess of ten (10) hours. I understand that I am required to, and I must, clock out and clock in, accordingly, when I am taking each of the two (2) meal periods provided.

Jesus Roldan

Employee Name – please print

Jesus Roldan — 6/15/2022

Employee Name – signature — Date

Idia Rivas — 6/13/2022

Human Resources — Date

Rev: 04/15/15

EXHIBIT 3

MLK Community Healthcare

MLK Community Hospital
1680 East 120th Street
Los Angeles, CA 90059

Check No 25089

Date 4/28/2023

Amount 863.12

Pay **Eight Hundred Sixty Three AND 12/100 DOLLARS**

TO THE ORDER OF

Jesus Roldan Jr
433 W 56th St
#A
Los Angeles, CA 90037

Check Copy – Non Negotiable

MLK Community Hospital 1680 East 120th Street Los Angeles, CA 90059

Jesus Roldan Jr (3363) XXX-XX-6968	8420 DEPARTMENT	4/24/2023-4/24/2023 PAY PERIOD	4/28/2023 PAY DATE	25089 CHECK NO

EARNINGS	HRS/UNITS	CURRENT AMT	YEAR TO DATE	DEDUCTIONS	CURRENT AMT	YEAR TO DATE
State Retention Pay	0.00	1,000.00	1,000.00	@CA Disability InsTax	8.93	164.57
				@Medicare Tax	14.39	265.14
				@Social Security Tax	61.53	1,133.70
				#EE Life Ins	1.66	14.94
				#Vol LTD	2.67	24.03
				*403b_EE	40.00	744.92
				*FSA Dep Care	3.85	34.65
				*FSA Medical	3.85	34.65

Paid Time-Off Balance: 104.00 Hours

Extended Sick Leave Balance: 32.20 Hours

PAY RATE	CURRENT EARNINGS	CURRENT DED	NET PAY	YTD EARNINGS	YTD DED	YTD NET PAY
18.11	1,000.00	136.88	863.12	18,623.11	3,182.48	15,440.63

EXHIBIT 4

KARASIK LAW FIRM

16021 Aiglon St.
Pacific Palisades, CA 90272
Tel. (310) 463-9761
greg@karasiklawfirm.com

January 19, 2024

Labor and Workforce Development Agency
Department of Industrial Relations
Online Filing

Re: California Labor Code §2699 Letter

Aggrieved Employee: Jesus Roldan, Jr.

Employer: Martin Luther King Jr. – Los Angeles (MLK-LA) Healthcare Corporation

This letter shall serve as notice under Labor Code Section 2699.3 that Jesus Roldan, Jr. alleges that his former employer Martin Luther King Jr. – Los Angles (MLK-LA) Healthcare Corporation ("MLKHC") has or had a practice of violating various provisions of the Labor Code with respect to non-exempt employees. Roldan was employed by MLKHC as a non-exempt employee at its healthcare facility in Los Angeles, California from approximately June 27, 2022 until his employment ended around August 16, 2023. Roldan alleges, on behalf of himself and other non-exempt employees who worked for MLKHC since the date one year before the date of this letter, that MLKHC violates the Labor Code in the following ways and that he was subject to each of the unlawful practices of MLKHC listed below when he worked for MLKHC:

1. In violation of Labor Code Section 1197, MLKHC fails to pay non-exempt employees all the minimum wages owed to them because MLKHC engages in the rounding of hours worked by non-exempt employees into quarter hour increments which is not even but, over time, results in non-exempt employees not being paid all the minimum wages owed to them. For example, attached as Exhibit 1 is a page from Roldan's Time Detail records that includes all his time clock entries between March 5, 2023 and March 15, 2023. According to these entries, Roldan was not paid for a total of 32 minutes that he worked between March 5, 2023 and March 15, 2023. The entries reflect the total amount of time worked by Roldan, and the total amount of time for which he was paid wages, as follows:

Date	Total Hours Worked	Total Hours for Wages Paid	Difference
3/5/23	12 hours 13 minutes	12 hours	-13
3/7/23	11 hours 58 minutes	12 hours	+2
3/8/23	12 hours 4 minutes	12 hours	-4
3/9/23	12 hours 4 minutes	12 hours	-4

3/11/23	12 hours 3 minutes	12 hours	-3
3/12/23	12 hours	12 hours	0
3/14/23	8 hours 11 minutes	8 hours	-11
3/15/23	7 hours 59 minutes	8 hours	+1
		Total	-32

2. In violation of Labor Code Section 510, MLKHC fails to pay non-exempt employees who work overtime hours all the overtime wages owed to them because, as illustrated by Exhibit 1, MLKHC engages in the rounding of hours worked by non-exempt employees into quarter hour increments which is not even but, over time, results in non-exempt employees not being paid all the overtime wages owed to them.

3. In violation of Labor Code Section 510, MLKHC fails to pay non-exempt employees who receive bonus payments earned over periods of time they work overtime hours all the overtime wages owed to them because MLKHC does not pay them the additional overtime wages owed as a result of bonus payments increasing their regular rate of pay. For example, on April 28, 2023 MLKHC paid Roldan a bonus of $1,000 described on his wage statement as "State Retention Pay." Attached as Exhibit 2 is a copy of the wage statement reflecting the payment of this bonus. The amount of this bonus was not discretionary but was based on the amount of hours Roldan had worked for MLKHC in 2022. Since Roldan worked overtime hours in 2022, the payment of this non-discretionary bonus increased his regular rate of pay for the time periods during which the bonus was earned but MLKHC never paid Roldan the additional amounts of overtime wages owed to him as a result of the increase in his regular rate of pay.

4. In violation of Labor Code Section 512, MLKHC fails to provide second meal periods to non-exempt employees who work more than 12 hours in a workday. Because MLKHC anticipates that non-exempt employees will not work more than 12 hours in a workday and requires them to sign meal period waivers, MLKHC does not provide second meal periods to non-exempt employees. But despite MLKHC's practice of rounding so that the total of hours worked appears not to exceed 12 hours in a workday, on many occasions non-exempt employees do work more than 12 hours in a workday. For example, Exhibit 1 shows that Roldan worked more than 12 hours on 3/5/23, 3/8/23, 3/9/23 or 3/11/23. As reflected by the copy of the meal period waiver signed by Roldan attached as Exhibit 3, the meal period waivers signed by non-exempt employees provide that second meal periods are only waived when non-exempt employees work "over ten (10) hours but not more than twelve (12 hours in one workday." Thus, the meal period waivers do not exempt MLKHC from the obligation to provide non-exempt employees with second meal periods when they work more than 12 hours in a workday.

5. In violation of Labor Code Section 226.7, MLKHC fails to pay non-exempt employees premium wages owed to them for meal period violations when they are not provided with second meal periods on the days they work more than 12 hours in a workday.

6. In violation of Labor Code Section 226, MLKHC fails to provide non-exempt employees with accurate wage statements. Wage statements provided to non-exempt employees fail to state the total amount of gross wages earned during the pay period, the total amount of net

wages earned during the pay period, the total number of hours worked during the pay period, and/or the name of MLKHC because:

a. As explained above, MLKHC fails to pay non-exempt employees all the minimum wages and/or overtime wages owed to them as a result of its uneven rounding practices.

b. As explained above, MLKHC fails to pay non-exempt employees premium wages owed to them for meal period violations when they are not provided with second meal periods on the days they work more than 12 hours in a workday.

c. The wage statements provided to non-exempt employees do not state the correct name of MLKHC. As reflected by Exhibit 2, the wage statements provided to Roldan stated the name of his employer as MLK Community Hospital. But the legal name of MLKHC, as listed on the California Secretary of State website, is Martin Luther King Jr – Los Angeles (MLK-LA) Healthcare Corporation. Although MLKHC also conducts business under the fictitious business name MLK Community Healthcare, a name which appears on many of Roldan's employment documents and is listed as a fictitious business name on the Los Angeles County Registrar-Recorder/County Clerk website, the name MLK Community Hospital is not listed as a fictitious business name on the Los Angeles County Registrar-Recorder/County Clerk website.

7. In violation of Labor Code Section 204, fails to pay non-exempt employees the wages owed to them on regular paydays because, as explained above, MLKHC engages in the rounding of hours worked by non-exempt employees into quarter hour increments which is not even but, over time, results in non-exempt employees not being paid all the minimum and/or overtime wages owed to them.

8. In violation of Labor Code Sections 201 and/or 202, MLKHC fails to pay non-exempt employees whose employment ends all the wages owed to them upon the termination of their employment. Non-exempt employees are not paid upon termination all the wages earned and unpaid prior to termination because, as explained above:

a. MLKHC fails to pay non-exempt employees all the minimum wages and/or overtime wages owed to them as a result of its uneven rounding practices.

b. MLKHC fails to pay non-exempt employees premium wages owed to them for meal period violations when they are not provided with second meal periods on the days they work more than 12 hours in a workday.

c. MLKHC fails to pay non-exempt employees who receive bonus payments earned over periods of time they work overtime hours all the overtime wages owed to them because MLKHC does not pay them the additional overtime wages owed as a result of bonus payments increasing their regular rate of pay.

Please advise whether the LWDA intends to investigate these allegations. If we do not receive a timely notice that the LWDA intends to do so, Roldan will proceed to seek civil penalties under Labor Code Section 2699 against MLKHC in a civil lawsuit.

Very truly yours,

KARASIK LAW FIRM

s/ *Gregory N. Karasik*
Gregory N. Karasik

cc: Martin Luther King Jr. – Los Angles (MLK-LA) Healthcare Corporation
1680 East 120th Street
Los Angeles, CA 90059

Via Certified Mail

PROOF OF SERVICE

Roldan v. Martin Luther King Jr. – Los Angeles (MLK-LA) Healthcare Corporation
Los Angeles County Superior Court, Case No. 24STCV01475

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within action. My business address is 16021 Aiglon St., Pacific Palisades, California 90272.

I served the document described as **FIRST AMENDED COMPLAINT** on the interested parties in this action listed below or on the attached service list as follows:

[x]	**BY E-MAIL**: Based on court order or the agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person(s) at the email address(es) listed below.

SERVICE LIST

Katherine M. Forster
Katherine.forster@mto.com
Abraham B. Dyk
Abraham.dyk@mto.com
MUNGER, TOLLES & OLSON, LLP
350 South Grand Avenue, Fiftieth Floor
Los Angeles, California 90071-3426
Telephone: (213) 683-9100
Facsimile: (213) 687-3702

Attorneys for Defendant

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MAJARIAN LAW GROUP, APC
18250 Ventura Blvd.
Tarzana, CA 91356
Telephone: (818) 609-0807
Fax: (818) 609-0892

Attorneys for Plaintiff

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 22, 2024 at Pacific Palisades, California.

Gregory N. Karasik