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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN BERNARDINO**
14

15 JIM HETZLER and LYNNORA VASQUEZ,
16 individually and on behalf of all others
similarly situated;

17 Plaintiffs,

18 vs.

19 CANYON RIDGE HOSPITAL, INC., a
20 California corporation; and DOES 1 through
21 50,

22 Defendants.
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Case No.: CIVSB2412550

**SECOND AMENDED REPRESENTATIVE
ACTION COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

1 Plaintiffs JIM HETZLER and LYNNORA VASQUEZ (“Plaintiffs”), on behalf of
2 themselves and all others similarly situated, hereby bring this Second Amended Representative
3 Action Complaint (“Complaint”) against Defendants CANYON RIDGE HOSPITAL, INC., a
4 California corporation, and DOES 1 to 50 (collectively “Defendants”), and on information and
5 belief alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring this
8 Complaint for recovery of civil penalties under the California Private Attorneys General Act
9 (“PAGA”) for Defendants’ alleged violations of Labor Code §§ 201-204, 210, 216, 218.6, 226,
10 226.3, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2,
11 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2698, *et seq.*, and Industrial Welfare
12 Commission (“IWC”) Wage Order 4-2001 “Wage Order 4”) and 5-2001 (“Wage Order 5”). This
13 Court has jurisdiction over Defendants’ violations of the Labor Code because the amount in
14 controversy exceeds \$25,000.

15 2. Venue is proper in this judicial district because Defendants maintain offices, have
16 agents, and/or transact business in the State of California, including San Bernardino County, and
17 some of the acts and omissions complained of herein occurred in San Bernardino County.
18 Furthermore, Plaintiffs were employed by Defendants within San Bernardino County.

19 **PARTIES**

20 3. Plaintiffs are, and at all times relevant herein was, an individual over the age of
21 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
22 each cause of action pled herein, Plaintiffs were employed by Defendants as a non-exempt
23 employee. Plaintiffs were, and is, a victim of Defendants’ policies, practices, and/or customs
24 complained of herein and has been deprived of the rights guaranteed by Labor Code §§ 201-204,
25 210, 216, 218.6, 226, 226.3, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12,
26 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2698, *et seq.*, and Wage Orders 4
27 and 5.

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1 4. Plaintiffs are informed and believe, and based thereon allege, that during the
2 applicable statute of limitations for each cause of action pled herein and continuing to the present,
3 Defendants engaged in, and continue to engage in, business, and employed Plaintiffs and other,
4 similarly-situated non-exempt employees within San Bernardino County, and the State of California
5 and, therefore, were (and are) doing business in San Bernardino County and the State of California.

6 5. Plaintiffs do not know the true names or capacities, whether individual, partner, or
7 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
8 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
9 amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed,
10 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
11 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
12 and proximately caused Plaintiffs and the Classes (as defined below) to be subject to the unlawful
13 employment practices, wrongs, injuries, and damages complained of herein.

14 6. At all times herein mentioned, each of said Defendants participated in the doing of
15 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
16 Defendants, and each of them, were the agents, servants, and employees of each of the other
17 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
18 within the course and scope of said agency and employment.

19 7. Plaintiffs are informed and believes, and based thereon alleges, that at all times
20 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
21 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
22 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
23 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
24 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

25 8. At all times herein mentioned, Defendants, and each of them, were members of, and
26 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
27 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

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1 9. At all times herein mentioned, the acts and omissions of various Defendants, and
2 each of them, concurred and contributed to the various acts and omissions of each and all of the
3 other Defendants in proximately causing the injuries and damages as herein alleged.

4 **FACTUAL ALLEGATIONS**

5 10. Defendants own and operate a mental health hospital in Chino, California.
6 Defendants employed Plaintiff Hetzler as an hourly-paid, non-exempt employee for approximately
7 20 years until around January 2024 in the position of mental health worker. Plaintiff Vasquez has
8 been employed by Defendants as an hourly-paid, non-exempt employee since approximately May
9 2021 in the position of charge nurse.

10 11. Throughout Plaintiffs' employment with Defendants, Defendants' timekeeping
11 and/or payroll policies and practices resulted in Plaintiffs and other non-exempt employees not
12 being compensated for all hours actually worked. Plaintiffs and other non-exempt employees
13 regularly worked more than eight hours in a workday or 40 hours in a workweek. Upon information
14 and belief, Defendants required Plaintiffs and other non-exempt employees to perform work before
15 their scheduled shifts, after their scheduled shifts, and/or during off-the-clock meal breaks,
16 including unlawful rounding of employee time punches, and failed to compensate employees for
17 this time. Upon information and belief, Defendants also failed to incorporate multiple rates of pay
18 and/or all non-discretionary remuneration, including shift differentials and flat-sum bonuses, into
19 the regular rate of pay. Defendants also failed to properly calculate Plaintiffs and other non-exempt
20 employees' overtime hours worked when they worked overnight shifts, and failed to pay all
21 reporting time wages. As a result, Plaintiffs and other non-exempt employees were not compensated
22 for all earned minimum and overtime wages.

23 12. Defendants failed to provide Plaintiffs and other non-exempt employees with all
24 legally compliant meal periods due to Defendants' meal period policies/practices, which have
25 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
26 and/or missed meal periods. Upon information and belief, Plaintiffs and other non-exempt
27 employees were not able to take their legally compliant meal breaks due to work demands imposed
28 by Defendants and unlawful rounding of time punches. Defendants routinely failed to relieve

1 Plaintiff and Aggrieved Employees of all duties during their meal periods, regularly failed to
2 relinquish control over Plaintiff and Aggrieved Employees during their meal periods, regularly
3 failed to permit Plaintiff and Aggrieved Employees a reasonable opportunity to take their meal
4 periods, and regularly impeded or discouraged Plaintiff and Aggrieved Employees from taking
5 thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or
6 from taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of
7 work for shifts lasting more than ten (10) hours. Defendants did not adequately inform Plaintiff and
8 Aggrieved Employees of their right to take meal periods under California law. Moreover,
9 Defendants systematically disregarded their own written policies regarding the provision and timing
10 of meal periods for Plaintiff and Aggrieved Employees. Instead, Defendants' actual policy and
11 practice was to schedule Plaintiff and Aggrieved Employees in a way that prohibited them from
12 taking timely and duty-free meal periods, and to require Plaintiff and Aggrieved Employees to work
13 through their meal periods, for which they were not compensated. Upon information and belief,
14 Defendants do not keep accurate records of Plaintiffs' and other non-exempt employees' hours
15 worked, including accurate time records showing when employees take their meal periods. On those
16 occasions when Plaintiffs and other non-exempt employees were not provided with all legally
17 compliant meal periods to which they were entitled, Defendants failed to compensate Plaintiffs and
18 other non-exempt employees with the required meal period premium(s) for each workday there was
19 a meal period violation as mandated by Labor Code § 226.7. Furthermore, any meal period
20 premiums paid by Defendants failed to incorporate multiple rates of pay and/or all non-
21 discretionary remuneration, including shift differentials and flat-sum bonuses, into the regular rate
22 of compensation.

23 13. Plaintiffs and other non-exempt employees were not authorized and permitted to take
24 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to
25 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
26 thereof. Plaintiffs and other non-exempt employees were not able to take their legally compliant rest
27 breaks due to work demands imposed by Defendants. Throughout the time period involved in this
28 case, Defendants did not adequately inform Plaintiff and Aggrieved Employees of their right to take

1 rest periods under California law. Moreover, Defendants systematically disregarded their own
2 written policies regarding the provision and timing of rest periods for Plaintiff and Aggrieved
3 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff and Aggrieved
4 Employees in a way that regularly prohibited them from taking timely and duty-free rest periods,
5 and to regularly require Plaintiff and Aggrieved Employees to work through their rest periods.
6 Additionally, although Plaintiffs and other non-exempt employees occasionally worked shifts in
7 excess of 10 hours, Plaintiffs and other non-exempt employees were not authorized and permitted a
8 third rest period during shifts in excess of 10 hours. On those occasions when Plaintiffs and other
9 non-exempt employees were not authorized and permitted to take all legally compliant rest periods
10 to which they were entitled, Defendants failed to compensate them with the required rest period
11 premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7.
12 Upon information and belief, Defendants maintained no mechanism for the payment of rest period
13 premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest
14 period was not authorized and permitted to their non-exempt employees.

15 14. Additionally, upon information and belief, Defendants violated Labor Code § 246 by
16 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including shift
17 differentials and flat-sum bonuses, into the paid sick leave pay rate.

18 15. As a result of Defendants' failure to pay all minimum and overtime wages, failure to
19 pay all meal and rest period premium wages, and unlawful timekeeping and payroll practices as
20 alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage
21 statements to Plaintiffs and other non-exempt employees. As a further result of Defendants' failure
22 to pay all minimum and overtime wages, sick leave wages, and meal and rest period premium
23 wages, Defendants failed to timely pay all final wages to non-exempt employees during their
24 employment and former non-exempt employees upon their separation of employment from
25 Defendants.

26 16. Throughout the time period involved in this case, Defendants regularly failed to keep
27 complete or accurate payroll records for Plaintiffs and other non-exempt employees. Defendants
28 knew or should have known that Defendants were required to keep complete and accurate payroll

1 records for Plaintiffs and other non-exempt employees in accordance with California law, but, in
2 fact, did not keep complete and accurate payroll records.

3 17. Throughout the time period involved in this case, Defendants regularly failed to
4 maintain accurate records relating to Plaintiffs and other non-exempt employees' work periods,
5 meal periods, total daily hours, hours per pay period, and applicable pay rates.

6 18. Throughout the time period involved in this case, Defendants failed to reimburse
7 Plaintiffs and other non-exempt employees for all necessary business-related expenses, including
8 but not limited to use of their personal cell phones for work-related purposes. Defendants knew or
9 should have known that Defendants were required to reimburse Plaintiffs and other non-exempt
10 employees for all necessary business-related expenses and costs, but, in fact, failed to do so in
11 violation of California law.

12 **FIRST CAUSE OF ACTION**

13 **PRIVATE ATTORNEYS GENERAL ACT**

14 **(Against All Defendants)**

15 19. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
16 fully set forth herein.

17 20. Plaintiffs, "aggrieved employees" within the meaning of Labor Code §§ 2698, *et*
18 *seq.*, acting on behalf of themselves and other aggrieved employees (collectively, "Aggrieved
19 Employees"), bring this representative action against Defendants to recover the civil penalties due
20 to Plaintiffs and other Aggrieved Employees, and the State of California according to proof
21 pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for
22 each initial violation for each failure to pay each employee and \$200 for each subsequent violation
23 or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to
24 pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial
25 violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per
26 pay period; (3) \$100 for each initial violation and \$250 for each subsequent violation pursuant to
27 Labor Code § 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for
28 each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5)

1 pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former
2 employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial
3 violation and \$200 for each subsequent violation per employee per pay period for those violations
4 of the Labor Code for which no civil penalty is specifically provided, based on the following Labor
5 Code violations:

- 6 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
7 violation of Labor Code § 216, 558, 558.1, 1182.12, 1194, 1194.2, 1197, 1198 and
8 199;
- 9 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation
10 of Labor Code §§ 204, 510, 558, 1194, 1198 and 1199;
- 11 c. Failing to provide all legally required meal periods, and failure to pay meal period
12 premium wages, to Aggrieved Employees at the regular rate of compensation in
13 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 14 d. Failing to authorize and permit all legally required rest periods, and failure to pay
15 rest period premium wages, to Aggrieved Employees at the regular rate of
16 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 17 e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
18 statements in violation of Labor Code § 226;
- 19 f. Failing to timely pay all final wages and compensation earned by Aggrieved
20 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 21 g. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
22 Code § 246;
- 23 h. Failing to pay Aggrieved Employees all earned wages at least twice during each
24 calendar month in violation of Labor Code § 204; and
- 25 i. Failing to maintain accurate records on behalf of Aggrieved Employees and provide
26 or make reconrds available for insection in violation of Labor Code §§ 1174, 1174.5
27 1198 and 1198.5.

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1 j. Failing to reimburse Aggrieved Employees for necessary business-related expenses
2 in violation of Labor Code §§ 2800 and 2802.

3 21. On or about March 12, 2024 and March 13, 2024, Plaintiffs notified Defendants via
4 certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”)
5 via its website, of Defendants’ violations of the Labor Code and Plaintiffs’ intent to bring a claim
6 for civil penalties under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor
7 Code identified in the preceding paragraph. Now that 33 days and 65 days have passed from
8 Plaintiffs notifying Defendants and the LWDA of these violations, Defendants have not cured any
9 curable violations, and the LWDA has not provided notice that it intends to investigate the
10 violations, Plaintiffs have exhausted administrative requirements for bringing a claim under the
11 Private Attorneys General Act with respect to these violations.

12 22. Plaintiffs have incurred attorneys’ fees and costs, which Plaintiffs are entitled to
13 receive under California Labor Code § 2699(g).

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose
16 behalf this suit is brought against Defendants, as follows:

17 1. Upon the First Cause of Action, for civil penalties due to Plaintiffs, other Aggrieved
18 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
19 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
20 pay each employee and \$200 for each subsequent violation or willful or intentional violation
21 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
22 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
23 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
24 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
25 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
26 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
27 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
28 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each

1 subsequent violation per employee per pay period for those violations of the Labor Code for which
2 no civil penalty is specifically provided;

3 2. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
4 and Civil Code §§ 3287 and 3289;

5 3. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
6 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

7 4. For such other and further relief, the Court may deem just and proper.
8

9 DATED: September 2, 2026

JUSTICE FOR WORKERS, P.C.

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13 Tiffany L. Luu

14 Attorneys for Plaintiffs JIM HETZLER and
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16 DATED: September 2, 2026

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