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April 11, 2024

VIA ONLINE FILING

Labor & Workforce Development Agency
Website: <https://dir.tfaforms.net/116>
Email: PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

West Hills Hospital
Attn: CEO and/or President
One Park Plaza
Nashville, TN 37203

Re: Corina Haney v. West Hills Hospital, et al.

**NOTICE PURSUANT TO LABOR CODE SECTION 2699.3, et seq.; VIOLATIONS OF
LABOR CODE SECTIONS 201, 202, 203, 226, 226.7, 510, 512, and 1194 BY WEST HILLS
HOSPITAL**

To: California Labor and Workforce Development Agency; West Hills Hospital

From: Corina Haney, on behalf of all aggrieved employees as defined below

This letter is intended to comply with the requirements of California Labor Code Private Attorneys General Act of 2004 (PAGA), California Labor Code section 2698, *et seq.*, including section 2699.3 with respect to notice of violations of the Labor Code and Wage Order by West Hills Hospital (hereinafter “Respondent”). Unless the Labor & Workforce Development Agency proceeds against Respondent, Corina Haney (“Claimant”), intends to file against Respondent to add a PAGA cause of action on her behalf and on behalf all other “aggrieved employees” that seeks civil penalties, costs, and attorney fees under PAGA.

Please note that this firm represents the interests of Claimant and:

all other current and former hourly non-exempt employees of Respondent who were SEIU Local 121RN members during their employment with Respondent from one year prior to April 11, 2024 to the present. (“aggrieved employees”).

Claimant is informed, believes and thereon alleges that Respondent subjected her and the aggrieved employees to its common compensation plan that failed to pay the full amount of daily overtime wages for shifts worked longer than eight (8) hours in a workday without exemption. Respondent failed to pay overtime and double time wages based on the correct regular rate of pay. Claimant is informed and believes that Respondent failed to provide her and the aggrieved employees the requisite number of compliant, duty-free, paid rest periods in shifts of four (4) hours or greater, such that Respondent did not provide her and other aggrieved employees non-captive ten (10) minute paid rest periods for every four (4) hours of work, or major fraction thereof. Claimant is informed and believes that Respondent failed to provide her and the aggrieved employees the requisite number of timely off-the-clock, duty-free, compliant meal periods of not less than thirty (30) minutes for shifts lasting longer than five (5) and (10) hours without exemption. Claimant further contends that Respondent failed to provide her and other aggrieved employees accurate itemized wage statements reflecting the correct gross wages earned, net wages earned, and the applicable hourly rates at the corresponding hours worked, and/or listing the meal and rest period premium payments. Claimant also alleges that Respondent failed to pay all earned unpaid wages at termination to aggrieved employees whose employment terminated with Respondent.

Claimant alleges that Respondent violated Labor Code §§201, 202, 203, 226, 226.7, 510, 512, and 1194, in addition to claims under the Business and Professions Code §17200, *et seq.* Claimant further alleges that Respondent violated IWC Wage Order No. 5-2001 (“WO 5-01”).

Claimant performed work for Respondent as an hourly non-exempt employee as an SEIU 121RN member who worked during the relevant time period.

Claimant is informed, believes and thereon alleges that she and the aggrieved employees regularly worked more than eight (8) hours in a day or forty (40) hours per week for Respondent without receiving overtime compensation for work over 8 hours in a day without a valid exemption. Respondent failed to pay Claimant and the aggrieved employees overtime and double-time premium pay based on the correct regular rate of pay. As a result, Respondent has underpaid Claimant and the aggrieved employees. Claimant and the aggrieved employees are entitled to these unpaid wages, pursuant to Labor Code §§510, 1194, and WO 5-01.

Claimant further alleges that Respondent failed to provide the requisite number of timely duty-free, compliant, meal periods for shifts lasting longer than ten (10) hours, without exemption, in violation of Labor Code §§512, 226.7, and WO-5-01. Claimant is informed and believes that Respondent failed to provide her and the aggrieved employees the requisite number of timely, off-the-clock, compliant, meal periods of not less than thirty (30) minutes for shifts lasting longer than five (5) and ten (10) hours without exemption, by requiring Claimant and the aggrieved employees remain on-call and/or on-duty and/or work through meal periods.

Claimant further alleges that Respondent failed to provide compliant, paid, ten (10) minute, duty-free, rest periods to her and the aggrieved employees, in violation of Labor Code §§512, 226.7, and WO-5-01. Respondent failed to provide timely non-captive paid rest periods for every

four (4) hours, or major fraction thereof, by requiring Claimant and the aggrieved employees remain on-call and on-duty during their rest periods. Claimant and the aggrieved employees were not provided captive free, paid, ten (10) minute rest periods for every four (4) hours worked or major fraction thereof.

The wage statements provided by Respondent to Claimant and the aggrieved employees failed to provide accurate information as to the gross wages earned, net wages earned, the applicable hourly rates at the corresponding hours worked, and/or the meal and rest period premium payments, in violation of Labor Code §226.

Moreover, Claimant is informed and believes and alleges that Respondent violated Labor Code §§201, 202, 203 by failing to pay her and other aggrieved employees all earned wages for all hours worked, including but not limited to the full amount of earned overtime and double time wages at the correct regular rate of pay, and meal and rest period premium payments. As a result, Respondent did not pay Claimant and other aggrieved employees all earned wages timely at the time of separation and the same are entitled to waiting time penalties pursuant to Labor Code §203.

Claimant further incorporates by reference, as if alleged herein, the allegations in the attached Complaint. Please advise if the LWDA has any objection to our client filing a PAGA cause of action to seek any and all appropriate civil penalties for these underlying factual allegations and Labor Code violations, pursuant to Labor Code §2699, *et seq.*

Very truly yours,
THE MYERS LAW GROUP, A.P.C.



Andriana N. Bravo, Esq.

Attorneys for Corina Haney and the aggrieved employees

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and all others similarly situated.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CORINA HANEY, on behalf of herself and
all others similarly situated

PLAINTIFF,

v.

WEST HILLS HOSPITAL, a California
Corporation; and DOES 1 through 100,
inclusive

DEFENDANTS.

Case No.: **24STCV08066**

CLASS ACTION COMPLAINT

- 1. Failure to Pay Overtime and Doubletime Wages;**
- 2. Failure to Provide Meal Periods;**
- 3. Failure to Provide Rest Periods;**
- 4. Failure to Provide Accurate Wage Statements;**
- 5. Failure to Pay All Wages Due at Separation;**
- 6. Unfair Competition**

DEMAND FOR JURY TRIAL

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I. INTRODUCTION

This is an action brought by Plaintiff CORINA HANEY (“Plaintiff”), on her behalf and all others similarly situated, against WEST HILLS HOSPITAL, a California Corporation, and other as of yet unnamed DOE Defendants 1-100 (hereinafter collectively “Defendants”) alleging, among other things violations of the California Labor Code and Unfair Competition Law. Plaintiff seeks damages, attorneys’ fees and costs of suit. Plaintiff is informed and believes, and on that basis alleges as follows:

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II. GENERAL ALLEGATIONS

1. This class action arises from wage and hour violations for, among other things, Defendants’ failure to compensate hourly shift, non-exempt employees, who are members of SEIU Local 121RN, in compliance with California law. As more fully described herein, Defendants failed and continue to fail compensate Plaintiff and class members the full amount of wages owed including overtime premiums, and meal and rest period premiums at the correct regular rate of pay, and engage in other Labor Code violations. Additionally, Defendants violated and continue to violate the California Unfair Competition Law.

2. Plaintiff seeks, among other things, all wages, restitutionary disgorgement, and statutory penalties. Plaintiff seeks to represent the following Class:

All current and former hourly non-exempt employees of Defendants who were SEIU Local 121RN members during their employment with Defendants for the period of March 29, 2020 through the date of class certification (“the Class”). (The “Class”).

3. This Court is the proper court, and this action is properly filed in Los Angeles County and in this judicial district because Defendants do business in Los Angeles County, out of West Hills, California, and because Defendants’ obligations and liabilities arise therein.

4. Plaintiff is a current or former hourly non-exempt employee for Defendants and members of SEIU Local 121RN.

5. Plaintiff is informed and believes, and thereon alleges that Defendant WEST HILLS HOSPITAL, is a California Corporation.

6. The true names and capacities, whether individual, corporate, associate, or

1 otherwise, of DOES 1 through 100 are unknown to Plaintiff, who therefore sues the DOE
2 Defendants by fictitious names. Plaintiff will amend this Complaint to show their true names and
3 capacities when they have been ascertained.

4 7. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
5 and omissions alleged herein were performed by, and/or are attributable to, all Defendants, each
6 acting as agents and/or employees, and/or under the direction and control of each of the other
7 Defendants, and that said acts and failures to act were within the course and scope of said agency,
8 employment and/or direction and control. Plaintiff is informed and believes, and thereon alleges,
9 that at all times material hereto Defendants were and are the agents of each other.

10 8. Plaintiff is informed and believes, and thereon alleges, that Defendants DOES 1
11 through 100 are the partners, owners, shareholders, managers, joint employers, or alter egos of
12 Defendants, and were acting on behalf of Defendants in the payment of wages to Plaintiff and the
13 Class.

14 9. At all relevant times alleged herein Plaintiff was employed by Defendants, and
15 Plaintiff performed work for Defendants in Los Angeles County in the state of California.

16 **III. FACTS COMMON TO MORE THAN ONE CAUSE OF ACTION**

17 10. Plaintiff and the Class worked as hourly, non-exempt employees for Defendants
18 and are also SEIU Local 121RN members.

19 11. Throughout the period of four (4) years prior to the filing of this action through the
20 date of class certification ("Class Period"), Plaintiff and all Class members were and are employees
21 of Defendants in the state of California, entitled to all of the protections afforded to employees
22 under the Labor Code and applicable IWC Wage Order.

23 12. Defendants' primary business is the operation of a hospital. This work is
24 accomplished in part by Plaintiff and the Class members.

25 13. During the relevant time period, Plaintiff and the Class members worked in excess
26 of eight (8) hours in a workday and in excess of twelve (12) hours in a workday.

27 14. During the relevant time period, Defendants failed to pay Plaintiff and Class
28 members the full amount of overtime and double time wages based on their correct regular rate of

1 pay.

2 15. When Plaintiff and the Class members worked shifts over eight (8) hours per day
3 Defendants did not pay them daily overtime pay in accordance with the California Labor Code and
4 applicable IWC Wage Orders.

5 16. Defendants failed to pay Plaintiff and the Class members overtime pay for daily
6 overtime hours worked in a workday without exemption.

7 17. Defendants failed to compensate Plaintiff and the Class members for time spent on
8 non-duty free meal periods resulting in unpaid, earned, overtime and double time wages.

9 18. Defendants conduct, as alleged herein, has caused Plaintiff and Class members
10 damages including, but not limited to, loss of wages and compensation.

11 19. Defendants are liable to Plaintiff and the Class for failing to pay overtime wages
12 for all hours worked based on the regular rate of pay, failing to provide legally compliant meal and
13 rest periods, and failure to pay all wages owed upon termination, and unfair competition.

14 20. Plaintiff is a member of and seeks to be the representative for the Class of similarly
15 situated employees who all have been exposed to, have suffered, and/or were permitted to work
16 under, Defendant's unlawful employment practices as alleged herein.

17 21. Plaintiff and the Class were suffered and/or permitted to and worked in excess of
18 eight (8) hours in a day without receiving all earned overtime pay for all overtime hours worked.
19 Despite knowing that Plaintiff and the Class were working overtime hours, Defendants refused to
20 pay the full amount of overtime premiums for all overtime hours worked.

21 22. Throughout the Class Period, Defendants failed to authorize and permit legally
22 compliant meal breaks. Plaintiff and Class members were assigned to and required to work shifts
23 lasting over five (5) hours and were not provided nor allowed to take a thirty (30) minute
24 uninterrupted off-duty meal break without exemption. Plaintiff and Class members were assigned
25 to and required to work shifts lasting over ten (10) hours without a second thirty (30) minute
26 uninterrupted off-duty meal break without exemption. Plaintiff and the Class members were
27 required to carry communication devices to be on-call during off-duty meal periods.

28 23. Throughout the Class Period, Defendants failed and continue to fail to pay for the

1 meal period violations at the correct regular rate of pay.

2 24. Throughout the Class Period, Defendants failed to authorize and provide paid rest
3 periods compliant with the provisions of the California Labor Code and applicable Wage Order.
4 Plaintiff and Class members were assigned to and required to work shifts lasting over four (4)
5 hours and were not provided nor allowed to take a non-captive paid ten-minute uninterrupted rest
6 break during each four (4) hour work period, or major fraction thereof, at the direction of
7 Defendants and/or with Defendants knowledge and acquiescence.

8 25. Throughout the Class Period, Defendants failed and continue to fail to pay for rest
9 period violations at the correct regular rate of pay.

10 26. The wage statements provided by Defendants failed to provide accurate
11 information reflecting the total hours worked, gross and net wages earned for all hours worked per
12 pay period as well as meal and rest period premiums.

13 27. The underpayment of wages, Labor Code violations and Wage Order violations
14 upon Plaintiff and the Class are a consequence of Defendants' unlawful policies and practices
15 which were centrally devised, implemented, communicated, and applied to Plaintiff and the Class.

16 28. Because of Defendants' unlawful conduct, Plaintiff and the Class have been and
17 continue to be systematically deprived of their benefits of the Labor Code and applicable IWC
18 Wage Orders, to the detriment of Plaintiff, the Class, and the public at large.

19 **CLASS DEFINITION AND CLASS ALLEGATIONS**

20 29. Plaintiff brings this action on her own behalf and on behalf of all others similarly
21 situated, pursuant to California Code of Civil Procedure §382, and as a member of the Class
22 defined as follows:

23 All current and former hourly non-exempt employees of Defendants who were
24 SEIU Local 121RN members during their employment with Defendants for the
25 period of March 29, 2020 through the date of class certification ("the Class").

26 **Sub-Class 1**

27 All current and former hourly non-exempt employees of Defendants who were
28 SEIU Local 121RN members during their employment with Defendants for the
period of March 29, 2020 through the date of class certification, who worked at

1 least one (1) shift of more than eight (8) hours. (“Daily Overtime” Sub-Class).

2 **Sub-Class 2**

3 All current and former hourly non-exempt employees of Defendants who were
4 SEIU Local 121RN members during their employment with Defendants for the
5 period of September 16, 2023 to December 17, 2023, who worked at least one (1)
6 shift of more than eight (8) hours. (“2023 Overtime” Sub-Class).

7 **Sub-Class 3**

8 All current and former hourly non-exempt employees of Defendants who were
9 SEIU Local 121RN members during their employment with Defendants for the
10 period of March 29, 2020 through the date of class certification, who worked at
11 least one (1) shift of more than ten (10) hours. (“Second Meal Period” Sub-Class).

12 **Sub-Class 4**

13 All current and former hourly non-exempt employees of Defendants who were
14 SEIU Local 121RN members during their employment with Defendants for the
15 period of March 29, 2020 through the date of class certification, who worked at
16 least one (1) shift of three and a half (3.5) hours or more. (“Rest Period” Sub-Class).

17 **Sub-Class 5**

18 All current and former hourly non-exempt employees of Defendants who were
19 SEIU Local 121RN members during their employment with Defendants for the
20 period of March 29, 2023 through the date of class certification, who are members
21 of Sub-Class 1 and/or 2 and/or 3 and/or 4. (“Wage Statement Class” Sub-Class).

22 **Sub-Class 6**

23 All former California hourly non-exempt employees of Defendants who were SEIU
24 Local 121RN members during their employment with Defendants for the period of
25 March 29, 2021 through the date of class certification, who are members of Sub-
26 Class 1 and/or 2 and/or 3 and/or 4 and/or 5. (“Waiting Time Penalties” Sub-Class).

27 30. Plaintiff reserves the right to amend or otherwise alter the class definition presented
28 to the Court at the appropriate time, or to alter, propose or eliminate sub-classes, in response to
facts learned through discovery, legal arguments advanced by Defendants or otherwise.

31. Further, this action is brought for the benefit of the public, who are entitled to
restitution of those funds improperly withheld by Defendants.

32. This action has been brought and may be properly maintained as a class action

1 pursuant to the provisions of the Code of Civil Procedure §382 and other applicable law.

2 33. **Numerosity:** Members of the Class are so numerous that their individual joinder is
3 impracticable. It is possible to ascertain the number of former and current employees who are
4 members of the proposed class, but they are so numerous that joinder is impracticable. The
5 proposed Class includes future employees (persons who are hired by defendant within the class
6 period, but who are not now class members as current or former employees) whose joinder is
7 currently impossible. The precise number of Class members and their addresses can be determined
8 by Defendants' business records and will become known to Plaintiff through discovery. Class
9 members may be notified of the pendency of this action by mail, e-mail, the internet, or published
10 and posted notice.

11 34. **Typicality:** Plaintiff's claims are typical of the claims of members of the proposed
12 classes. Defendants employed Plaintiff during the statutory period, and Plaintiff has been subjected
13 to Defendants' unlawful employment practices, as alleged in this Complaint.

14 35. **Adequacy of Class Representative:** Plaintiff will fairly and adequately protect the
15 interests of the classes. Plaintiff's interests do not conflict with Class members' interests, and
16 Plaintiff has retained competent and experienced counsel. The interests of Class members will be
17 fairly and adequately protected by Plaintiff and his counsel.

18 36. **Common Questions of Law and Fact:** Common questions of law and fact exist
19 as to all Class members and predominate over any questions affecting solely individual members
20 of the proposed Class:

- 21 a. Whether Defendants engaged in a pattern or practice of failing to pay
22 Plaintiff and the members of the Class the full amount of overtime wages,
23 based on the regular rate of pay, for each hour in excess of eight (8) per day
24 worked in violation of the applicable Labor Code provisions including
25 §§510 and 1194;
- 26 b. Whether Defendants improperly retained, appropriated or deprived Plaintiff
27 and members of the proposed Plaintiff class of the use of monies or sums to
28 which they were legally entitled;

- c. Whether Defendants engaged in unlawful, unfair, and/or fraudulent business practices;
- d. Whether Defendants, and each of them, was/were participants in the alleged unlawful conduct;
- e. Whether Defendants engaged in a pattern or practice of failing to provide Plaintiff and the members of the Class legally compliant, non-captive, duty-free paid rest periods in violation of WC Wage Order No. 5-2001 and Labor Code §226.7 by requiring Plaintiff and Class members to remain on-call during paid rest breaks;
- f. Whether Defendants engaged in a pattern or practice of failing to provide plaintiff and the members of the Class paid meal periods in violation of Wage Order No. 5-2001 and Labor Code §§ 226.7, 512 by failing to timely provide the required number of 30-minute uninterrupted, duty-free, meal periods to Plaintiff and Class members;
- g. Whether Defendants violated Labor Code §203 by failing to pay all wages due upon separation;
- h. Whether Defendants engaged in unfair practice and violated California Business and Professions Code §17200 *et seq.*;
- i. Whether Defendants failed to provide accurate wage statements to Plaintiff and members of the Class; and
- j. The nature and extent of class-wide injury and measure of damages for the injury.

37. **Superiority and Substantial Benefit:** A class action is the superior method for the fair and efficient adjudication of this controversy. Defendants implemented illegal schemes that are generally applicable to the members of the proposed plaintiff class and sub-classes. Damages suffered by each Class member may be relatively small given the burden and expense of individual prosecution of the complex and expensive litigation necessitated by Defendants' conduct. Further, it would be virtually impossible for the Class members to redress the wrongs done to them on an

1 individual basis. Even if Class members could afford such individual litigation, the court system
2 could not. By contrast, the class action device presents far fewer management difficulties, and
3 provides the benefits of a single adjudication, economies of scale, and comprehensive supervision
4 by a single court.

5 38. Plaintiff knows of no difficulty that will be encountered in the management of this
6 litigation that would preclude its maintenance as a class action. Plaintiff is informed and believes,
7 and on that basis alleges, that the amount of money due each Class member as economic damages
8 is ascertainable from Defendants' records or may readily be determined by other means.

9 39. The Classes should also be certified because:

- 10 a. The prosecution of separate actions by individual Class members
11 would create a risk of inconsistent or varying adjudications with
12 respect to individual Class members, which would establish
13 incompatible standards of conduct for Defendants;
- 14 b. The prosecution of separate actions by individual Class members
15 creates the risk of adjudication with respect to them, which would,
16 as a practical matter, be dispositive of the interests of the other Class
17 members not parties to the adjudications, or would substantially
18 impair or impede their ability to protect their interests; and
- 19 c. Defendants have acted or have refused to act on grounds generally
20 applicable to the class and/or the general public, thereby making
21 final and injunctive relief, as well as declaratory relief, with respect
22 to the Class as a whole, appropriate.

23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PAY OVERTIME AND DOUBLE TIME WAGES**

25 **Violation of Labor Code §§510 and 1194 and IWC Wage Order No. 5-2001**

26 (Against all Defendants)

27 40. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein,
28 paragraphs 1 through 38 of this Complaint.

1 41. Plaintiff and the Class members herein were and are employed and scheduled as a
2 matter of established company policy to work and in fact worked as non-exempt hourly employees
3 in excess of eight (8) hours per day and/or in excess of eighty (80) hour per pay period. Defendants
4 employed and scheduled Plaintiff and the Class members without providing overtime
5 compensation for such excess hours worked in violation of Labor Code §§510, 511, and 1194 and
6 the relevant California Industrial Welfare Commission (IWC) orders.

7 42. Labor Code §510 mandates: “Eight hours of labor constitutes a day's work. Any
8 work in excess of eight hours in one workday and any work in excess of 40 hours in any one
9 workweek and the first eight hours worked on the seventh day of work in any one workweek shall
10 be compensated at the rate of no less than one and one-half times the regular rate of pay for an
11 employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less
12 than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours
13 on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular
14 rate of pay of an employee. Nothing in this section requires an employer to combine more than
15 one rate of overtime compensation in order to calculate the amount to be paid to an employee for
16 any hour of overtime work.” The California overtime requirement and wage requirement are non-
17 waivable rights pursuant to LC §219.

18 43. Section 3(a)(1) of Wage Order No. 5-2001 mandates that employers pay one and
19 one-half times the employees’ regular rate of pay for employees who work more than eight hours
20 in a day or forty hours in a week and two times their regular rate of pay for any work in excess of
21 twelve hours in one day.

22 44. Labor Code §1194(a) states: “Notwithstanding any agreement to work for a lesser
23 wage, any employee receiving less than the legal minimum wage or the legal overtime
24 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
25 of the full amount of this minimum wage or overtime compensation, including interest thereon,
26 reasonable attorney’s fees, and costs of suit.”

27 45. Pursuant to Labor Code §§218 and 1194(a), Plaintiff may bring a civil action for
28 overtime wages directly against the employer without first filing a claim with the Division of Labor

Standards Enforcement (“DLSE”) and may recover such wages, together with interest thereon, penalties, attorneys’ fees and costs. Further, pursuant to Labor Code §1198, it is unlawful to employ person for longer than the hours set by the IWC or under conditions prohibited by the applicable IWC Wage Orders. IWC Wage Order No. 5, as amended, applies to Plaintiff and the class.

46. However, Defendants have failed and refused to pay Plaintiff and the class members overtime compensation for all overtime hours worked in excess of eight (8) hours per day as required by LC §§510, 1194 and the applicable Wage Orders. Plaintiff is informed and believes and based thereon alleges that the obligations and responsibilities of the class employees are irrelevant because Plaintiff and all other similarly situated employees were subjected to Defendants' unlawful pay plans and its failure to pay daily overtime based on the regular rate of pay for all overtime hours worked in excess of eight (8) in a workday by Plaintiff and the class members. Defendants failed to pay Plaintiff and the Class members overtime pay for daily overtime hours worked in a workday without exemption.

47. Defendants have failed and refused to pay Plaintiff and the Class members overtime and double time compensation earned from uncompensated non-duty free meal periods. Plaintiff is informed and believes and based thereon alleges that the obligations and responsibilities of the class employees are irrelevant because Plaintiff and all other similarly situated employees were subjected to Defendants’ unlawful pay plans and its failure to pay wages for all hours worked.

48. Defendants, and each of them, consistently administered a corporate policy which required Plaintiff and the class members to work overtime without proper premium overtime pay based on the regular rate of pay. Accordingly, Plaintiff and class members were and are entitled to overtime compensation, under California law, based on the appropriate regular rate of pay, based on the appropriate regular rate of pay.

49. Plaintiff and the class members have been deprived of rightfully earned overtime compensation as a direct and proximate result of Defendants’ common policies, practices, and refusal to pay the full amount of compensation earned for all overtime hours worked.

50. Plaintiff and the class are entitled to and seek the full amount of all earned unpaid

1 overtime pay, attorneys' fees and costs, and interest pursuant to LC §1194 in an amount to be
2 determined at trial.

3 51. Pursuant to Labor Code §218.6 and Civil Code §3287, Plaintiff and the Class
4 Members seek recover of pre-judgment interest on all amounts recovered herein.

5 52. Plaintiff and the class are entitled to and seek attorney's fees and costs, and interest
6 pursuant to Labor Code §1194 in the amount to be determined at trial.

7 **SECOND CAUSE OF ACTION**

8 **FAILURE TO PROVIDE MEAL PERIODS**

9 **Violation of Labor Code §§226.7, 512, & IWC Wage Order 5-2001**

10 53. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein,
11 paragraphs 1 through 38 of this Complaint.

12 54. Labor Code §226.7 requires an employer to pay one additional hour of
13 compensation, at the regular rate of pay, per day for each meal period the employer fails to provide
14 pursuant to the Labor Code and/or applicable Wage Order. Plaintiff alleges that Defendants failed
15 to provide legally compliant meal periods to Plaintiff and the Class members; in addition to
16 impeding, discouraging, and/or dissuading employees from taking legally compliant meal periods.
17 Employees are entitled to a meal period of at least thirty (30) minutes per five (5) hours work
18 period. Plaintiff and the Class members consistently worked over five (5) hours or ten (10) hours
19 in a shift without the requisite, timely, number of meal periods due to Defendants' policy of
20 discouraging, dissuading and/or impeding Plaintiff from taking meal periods. Defendants further
21 failed to obtain legally compliant meal period waivers for shifts lasting longer than 10 hours.
22 Pursuant to the Code, Plaintiff was entitled to a meal period of not less than thirty (30) minutes
23 prior to exceeding five (5) hours of work and a second meal period for hours worked over ten (10)
24 in a day.

25 55. Pursuant to Labor Code §512 and the applicable Wage Order, employees are
26 entitled to a meal period of at least thirty (30) minutes per five (5) hour work period.

27 56. Section 11 of Wage Order 5-2001 applies to Plaintiff and the Class member, and
28 provides, in pertinent part, that if an employer fails to provide an employee a legally compliant

1 meal period in accordance with the applicable provisions of this Order, the employer shall pay the
2 employee one hour of pay at the employee's regular rate of compensation for each workday that
3 the meal period was not provided.

4 57. During the relevant time period, Defendants failed to authorize and permit
5 uninterrupted meal breaks without exemption. Plaintiff and the Class were routinely required to
6 work shifts exceeding ten (10) hours without Defendants providing two (2) uninterrupted meal
7 breaks at the direction of Defendants and/or with Defendants knowledge or acquiescence.

8 58. Defendants failed to provide, impeded and/or discouraged Plaintiff and the Class
9 from taking meal breaks of not less than thirty (30) minutes as required by the Labor Code, and
10 Section 11 of Wage Order 5-2001, by requiring that Plaintiff and the Class.

11 59. By its actions in requiring Plaintiff and the Class to work through meal periods
12 and/or its failure to relieve Plaintiff and the Class of their duties for off-duty meal periods,
13 Defendants violated California Labor Code §226.7 and Section 11 of Wage Order 5-2001, and are
14 liable to Plaintiff and the Class.

15 60. Pursuant to Labor Code §226.7, Plaintiff and the Class are entitled to damages in
16 an amount equal to one (1) hour of wages at the regular rate of pay per missed meal break per day,
17 in a sum to be proven at trial.

18 61. Pursuant to Labor Code §218.5, Plaintiff and the Class seek attorney's fees and
19 costs for the non-payment of these wages of one (1) hour of pay at no less than the regular rate of
20 compensation. *Betancourt v. OS Restaurant Services, LLC* (2022) 83 Cal.App.5th 132.

21 62. Pursuant to Labor Code §218.6 and Civil Code §3287, Plaintiff and the Class
22 Members seek recovery of pre-judgment interest on all amounts recovered herein.

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO PROVIDE REST PERIODS**

25 **Violation of Labor Code §§226.7, 512, & IWC Wage Order 5-2001**

26 63. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein,
27 paragraphs 1 through 38 of this Complaint.

28 64. Labor Code §226.7(b) provides that "An employer shall not require an employee

1 to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
2 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
3 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

4 65. Labor Code §516 provides that the Industrial Welfare Commission “may adopt or
5 amend working condition orders with respect to break periods, meal periods, and days of rest for
6 any workers in California consistent with the health and welfare of those workers.”

7 66. Section §12 of the IWC Wage Order No. 5-2001 states: “Every employer shall
8 authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
9 middle of each work period. The authorized rest period time shall be based on the total hours
10 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
11 thereof. However, a rest period need not be authorized for employees whose total daily work time
12 is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours
13 worked for which there shall be no deduction from wages.”

14 67. Labor Code §226.7(b) and Section 12(B) of the Wage Order require an employer
15 to pay one additional hour of compensation, at the regular rate of pay, per day for each rest period
16 the employer failed to provide pursuant to the Labor Code and/or applicable Wage Order.

17 68. Plaintiff and the Class members worked over four (4) hours per shift and/or over
18 six (6) hours per shift.

19 69. Plaintiff and the Class members were entitled to a non-captive, duty-free, paid rest
20 period of not less than ten (10) minutes for every four hours worked or major fraction thereof.

21 70. During the relevant time period, Defendants failed to provide legally compliant
22 non-captive ten (10) minute paid rest periods to Plaintiff and the Class members by requiring the
23 rest periods to be taken on-call subject to Defendants’ contacting Plaintiff and the Class via
24 communication devices to respond to work.

25 71. In violation of *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257,
26 Defendants failed to relinquish control over how Plaintiff and the Class members spent their rest
27 breaks.

28 72. As such, as a matter of Defendants’ established company policy, Defendants failed

1 to authorize and permit all required paid rest periods established by Labor Code §§226.7 and 516
2 and Section 12 of the applicable Wage Order.

3 73. As a result of the unlawful acts of Defendants, Plaintiff and the Class members have
4 been deprived of legally compliant paid rest breaks and are entitled to recover damages under
5 Labor Code §226.7(b) and §12 of IWC Wage Order No. 5-2001 in the amount of one additional
6 hour of compensation at their regular rate of pay for each day a paid rest break was not provided.

7 74. Pursuant to Labor Code §218.5, Plaintiff and the Class seek attorney's fees and
8 costs for the non-payment of these wages of one (1) hour of pay at no less than the regular rate of
9 compensation. *Betancourt v. OS Restaurant Services, LLC* (2022) 83 Cal.App.5th 132.

10 75. Pursuant to Labor Code §218.6 and Civil Code §3287, Plaintiff and the Class
11 Members seek to recover pre-judgment interest on all amounts recovered herein.

12 **FOURTH CAUSE OF ACTION**

13 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

14 **Violation of Labor Code §226**

15 (Against all Defendants)

16 76. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein,
17 paragraphs 1 through 38 of this Complaint.

18 77. California Labor Code §226 provides:

19 (a) Every employer shall, semimonthly or at the time of each payment of wages,
20 furnish each of his or her employees, either as a detachable part of the check, draft,
21 or voucher paying the employee's wages, or separately when wages are paid by
22 personal check or cash, an accurate itemized statement in writing showing (1) gross
23 wages earned, (2) total hours worked by the employee, except for any employee
24 whose compensation is solely based on a salary and who is exempt from payment
25 of overtime under subdivision (a) of Section 515 or any applicable order of the
26 Industrial Welfare Commission, (3) the number of piece-rate units earned and any
27 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
28 provided that all deductions made on written orders of the employee may be
aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of
the period for which the employee is paid, (7) the name of the employee and only
the last four digits of his or her social security number or an employee identification
number other than a social security number, (8) the name and address of the legal
entity that is the employer..., and (9) all applicable hourly rates in effect during the
pay period and the corresponding number of hours worked at each hourly rate by

1 the employee...

2 78. Section 7(A) of the Wage Order requires accurate information pertaining to total
3 wages paid each payroll period, total hours worked in the payroll period and applicable rates of
4 pay to the employees.

5 79. Labor Code §226(e) provides that an employee is entitled to recover the greater of
6 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation of §226
7 occurs and one hundred dollars (\$100) for each subsequent pay period not to exceed an aggregate
8 penalty of four thousand dollars (\$4,000), as well as an award of costs and reasonable attorneys'
9 fees, for all pay periods in which the employer knowingly and intentionally failed to provide timely
10 and accurate itemized statements to the employees.

11 80. Plaintiff and the Class members suffered injury as a result of Defendants' knowing
12 and intentional failure to provide accurate itemized wage statements as Plaintiff and the Class
13 member were owed but not paid overtime compensation for all hours worked and owed and not
14 paid premium payments for meal and rest period violations which were not reflected on the wage
15 statements. Plaintiff and the Class members suffered injury as a reasonable person could not
16 promptly and easily determine from the wage statements alone the accurate amount of gross wages,
17 the net wages earned for the pay period, and the applicable hourly rates at the corresponding hours
18 worked per pay period.

19 81. At all material times, Defendants knowingly and intentionally failed to provide
20 Plaintiff and Class Members with accurate wage statements reflecting the gross wages earned, net
21 wages earned, and the applicable hourly rates at the corresponding hours worked, and/or meal and
22 rest period premium payments on the wage statement.

23 82. Plaintiff and the Class members are entitled to the greater of actual damages or
24 statutory penalties pursuant to Labor Code §226(e) for these violations, in an amount to be
25 determined at trial.

26 83. Plaintiff and the Class members are entitled to and seek costs and reasonable
27 attorneys' fees pursuant to Labor Code §226(e).

28 84. Plaintiff further seeks reasonable attorneys' fees and costs pursuant to Labor Code

1 §226(h).

2 **FIFTH CAUSE OF ACTION**

3 **FAILURE TO PAY ALL WAGES DUE AT SEPARATION**

4 **Violation of Labor Code §§201, 203**

5 (Against all Defendants)

6 85. Plaintiff re-alleges and incorporates by reference, as though fully set forth herein,
7 paragraphs 1 through 38 of this Complaint.

8 86. Plaintiff and the Class members whose employment ended with Defendants during
9 the relevant time period were entitled to be promptly paid all earned and unpaid wages at the time
10 of termination, including but not limited to overtime wages and/or meal period premiums and/or
11 rest period premiums, as required pursuant to Labor Code §§201 and 202, *et seq.* Defendants
12 refused and/or intentionally failed to promptly compensate Plaintiff and the other Class members
13 all earned overtime wages at the time of separation. Based on this Plaintiff and the Class members
14 seek and are entitled to damages in the form of statutory waiting time penalties pursuant to LC
15 §203.

16 87. Plaintiff and the Class members whose employment terminated during the relevant
17 time period were employees of Defendants covered by Labor Code §203.

18 88. Accordingly, pursuant to Labor Code §203, Plaintiff and the Class members are
19 entitled to waiting time penalties at an amount to be proven at trial.

20 **SIXTH CAUSE OF ACTION**

21 **UNFAIR COMPETITION**

22 **Violation of Business and Professions Code §§17200, *et seq.***

23 (Against all Defendants)

24 89. Plaintiff and the class re-allege and incorporate by reference and re-allege each and
25 every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint
26 as if fully set forth herein.

27 90. Beginning on an exact date unknown to Plaintiff but believed to have occurred at
28 least since four (4) years before the filing of this action, Defendants have engaged in a pattern and

1 practice of acts of unfair competition in violation of B&PC §17200, including the practices alleged
2 herein.

3 91. Defendants, and each of them, are “persons” as defined by Business and
4 Professions Code §17201.

5 92. Plaintiff seeks to enforce important rights affecting the public interest. Plaintiff sues
6 on her own behalf and on behalf of the current, former, and future employees of the Defendants
7 that were denied overtime and double time pay, due to Defendants’ unfair business practices.

8 93. Plaintiff and the Class have suffered injuries-in-fact and have lost money as a result
9 of the Defendants’ unfair competition alleged herein.

10 94. Defendants have previously or continue to engage in unlawful, unfair, and/or
11 fraudulent business practices, as alleged in this Complaint, in violation of California’s B&PC
12 §17200 *et seq.* by:

- 13 a. Failing refusing to pay Plaintiff and the Class members the full amount of overtime
14 and double time compensation in violation of Labor Code §§510, 1194, & IWC
15 Wage Order No. 5-2001;
- 16 b. Failing and refusing to provide Plaintiff and the Class members legally compliant
17 non-captive, paid, ten-minute rest periods or premium payments, at the regular rate
18 of pay, in lieu thereof in violation of Labor Code § §226.7, 512 and IWC Wage
19 Order No. 5-2001; and
- 20 c. Failing and refusing to provide Plaintiff and the Class members legally compliant,
21 uninterrupted, meal breaks or premium payments, at the regular rate of pay, in lieu
22 thereof in violation of Labor Code §§226.7, 512 and IWC Wage Order No. 5-2001.

23 95. These allegations constitute unfair business practices and/or unlawful business
24 practices in violation of California B&PC §17200, *et seq.*

25 96. Defendants have avoided payment of wages, overtime and double time wages as
26 required by the California Labor Code, the California Code of Regulations and applicable IWC
27 Wage Orders. As a result of Defendants’ unfair business practices, Defendants have reaped unfair
28 benefits and illegal profits at the expense of Plaintiff, the Class members, and others similarly

1 situated, and the members of the public. Defendants should be made to disgorge their ill-gotten
2 gains and to restore them to the Class, including Plaintiff.

3 97. Plaintiff and the Class members seek full restitution of said monies, as necessary
4 and according to proof, to restore any and all monies withheld and/or acquired by Defendants by
5 means of the unfair, unlawful, and fraudulent business practices complained of herein. Plaintiff
6 seeks, on behalf of all current and former employees of Defendants, restitution of monies retained
7 by Defendants. Plaintiff further seeks on behalf of herself and the Class members, the appointment
8 of a receiver, as necessary, to establish the total restitutionary relief from Defendants. The
9 restitution includes all wages withheld by Defendants as a result of the unfair, unlawful, and/or
10 fraudulent business practices; including interest thereon. Absent a statutory provision specifically
11 governing the type of claim at issue, the prejudgment interest rate is 10 percent. The acts
12 complained of herein occurred, at least in part, within the last four (4) years preceding the filing
13 of the Complaint.

14 98. Plaintiff is informed and believe and thereon allege that at all times herein
15 mentioned, Defendants have engaged in unlawful, deceptive, and unfair business practices
16 prohibited by California B&PC §17200, thereby depriving their employees and the Class
17 members, the minimum working condition, standards and conditions due to them under the
18 California labor laws and Industrial Welfare commission wage orders as specifically described
19 herein. Plaintiff further seeks an order requiring Defendants to identify by full name, telephone
20 number, and last known address employees who worked or still work for Defendants for the Class
21 members from four (4) years preceding the filing of the original Complaint through the date of
22 class certification. Plaintiff further seeks an order requiring Defendants to timely pay restitution
23 to all current and former employees, including back wages, and interest.

24 99. By and through its unfair, unlawful, and/or fraudulent business practices and acts
25 described herein, Defendants have obtained valuable services from Plaintiff and all persons
26 similarly situated and has deprived Plaintiff and all persons similarly situated of valuable rights
27 and benefits guaranteed by law, all to their detriment.

28 100. Plaintiff, and all persons similarly situated, and all persons in interest, are entitled

1 to and do seek such relief as may be necessary to restore to them the money and property which
2 Defendants have acquired, or of which Plaintiff and class members have been deprived by mean
3 of the herein described unfair, unlawful, and/or fraudulent business practices.

4 101. Plaintiff, and all persons similarly situated, and all persons in interest, are further
5 entitled to and do seek a declaration that the above-described business practices are unfair,
6 unlawful, and/or fraudulent, and declaratory relief of Defendants engaging in any of the herein
7 described unfair, unlawful, and/or fraudulent business practices.

8 102. Plaintiff and the Class members request attorney's fees and costs pursuant to Code
9 of Civil Procedure §1021.5 since this action is brought to vindicate important rights of a large class
10 and the public.

11 IV. PRAYER FOR RELIEF

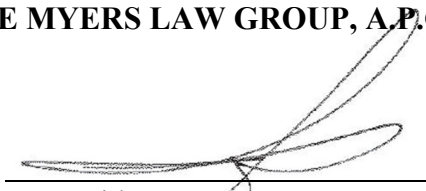
12 WHEREFORE, Plaintiff prays for judgment as follows:

- 13 1. An order that the action be certified as a class action;
- 14 2. An order that Plaintiff be appointed class representative;
- 15 3. An order that counsel for Plaintiff be appointed class counsel;
- 16 4. An order requiring Defendants to identify, by name, email address, address and
17 telephone number for all current and former hourly non-exempt employees of
18 Defendants who were SEIU Local 121RN members during their employment with
19 Defendants for the period of March 29, 2020 through the date of class certification.
- 20 5. For all unpaid wages due to Plaintiff and each Class member, in amounts to be proven
21 at trial;
- 22 6. For restitution of all unpaid wages due Plaintiff and each Class member;
- 23 7. For the full amount of unpaid overtime wages due to Plaintiff and each class member
24 pursuant to Labor Code §1194;
- 25 8. For recovery as authorized by Labor Code §226(e);
- 26 9. For all applicable statutory penalties, in amounts to be proven at trial;
- 27 10. For an award of waiting time penalties pursuant to section 203 of the California Labor
28 Code, in amounts to be proven at trial;

11. For general damages including compensatory damages according to proof;
12. For pre-judgment interest as allowed by Labor Code §§218.6 and 1194(a) and Cal. Civil Code §3287 and to the extent permitted by law, the California Constitution, and/or deemed equitable by the Court;
13. For all applicable interest on damages, wages, expenses, and penalties due;
14. For declaratory relief that Defendants engaged in unfair practices;
15. For declaratory relief that Defendants violated Labor Code §§ 201-203, 226, 226.7, 510, 512, and 1194;
16. For restitution of all moneys due to Plaintiff and Class members, and disgorged profits from the unlawful and/or unfair business practices of Defendants, pursuant to California Business & Professions Code §17200;
17. For one (1) hour of pay at each of the employees' regular rate of compensation for each workday that a legally compliant rest break was not provided;
18. For one (1) hour of pay at each of the employees' regular rate of compensation for each workday that a legally compliant meal break was not provided;
19. For costs of suit, expenses and attorneys' fees pursuant to Labor Code §§226(e) and (h), 218.5, 1194(a), Code of Civil Procedure §1021.5, *et seq.*, and all other applicable law, and;
20. For all such other and further relief that the Court may deem just and proper.

Date: 3/29/2024

THE MYERS LAW GROUP, A.P.C.

By: 

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Attorneys for Plaintiff and all others similarly
situated