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ELECTRONICALLY FILED
Superior Court of California,
County of El Dorado
07/19/2024 at 03:16:30 PM
By: Katherine Burtt, Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF EL DORADO

CYNTHIA ENRIQUEZ FIGUEROA,
individually, and on behalf of other
members of the general public similarly
situated, and as an aggrieved employee
pursuant to the Private Attorneys General
Act ("PAGA"),

Plaintiff,

vs.

BARTON HEALTHCARE SYSTEM, a
California nonprofit corporation; and DOES
1 through 10, inclusive,

Defendants.

Case No.: 24CV0883

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);

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- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Cytnhia Enriquez Figueroa, individually and on behalf of all other members of
2 the public similarly situated, and as an aggrieved employee and on behalf of all aggrieved
3 employees, alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt, hourly
9 paid employees and received at least one wage statement and against whom one or more
10 violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision
11 regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”)
12 Wage Order were committed, as set forth in this complaint. The monetary damages, penalties,
13 and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court
14 and will be established according to proof at trial. This Court has jurisdiction over this action
15 pursuant to the California Constitution, Article VI, section 10. The statutes under which this
16 action is brought do not specify any other basis for jurisdiction. Plaintiff’s share of damages,
17 penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
21 over them by the California courts consistent with traditional notions of fair play and substantial
22 justice. There is no basis for federal diversity jurisdiction in this action because there is no
23 complete diversity, and this case falls within the statutory exceptions to “minimal diversity”
24 jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4). Upon information
25 and belief, two-thirds or more of the class members and Defendants are citizens of California
26 and/or (a) two-thirds of the class members and Defendants are citizens of California; (b) the
27 alleged wage and hour violations occurred in California; (c) significant relief is being sought
28 against Defendants whose violations of California wage and hour laws form a significant basis

1 for Plaintiff's claims; and (d) no other class action has been filed within the past three (3) years
2 on behalf of the same proposed class against Defendants asserting the same or similar factual
3 allegations.

4 3. Venue is proper in this Court, because Defendants filed Statement of Information
5 forms with the California Secretary of State designating a principal place of business in South
6 Lake Tahoe, County of El Dorado, in accordance with California Corporations Code section
7 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because Defendants
8 employ persons in this county, and employed Plaintiff in this county, and thus a substantial
9 portion of the transactions and occurrences related to this action occurred in this county.

10 **THE PARTIES**

11 4. Plaintiff Cynthia Enriquez Figueroa is a resident of South Lake Tahoe, in El
12 Dorado County, California. Defendants employed Plaintiff as an hourly paid, non-exempt Food
13 Service Cook at Defendants' Barton Memorial Hospital location at 2170 South Avenue, South
14 Lake Tahoe, California 96150 from approximately March 2007 to November 2023. During her
15 employment, Plaintiff typically worked eight (8) hours or more per day and five (5) days per
16 week. Plaintiff's primary job duties included, without limitation, preparing cold food items for
17 patients, reviewing patient records for adhering to allergy and dietary restrictions, and
18 cashiering.

19 5. BARTON HEALTHCARE SYSTEM was and is, upon information and belief, a
20 California nonprofit corporation, and at all times hereinafter mentioned, an employer whose
21 employees are engaged throughout this county and the State of California.

22 6. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
23 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
24 complaint and serve such fictitiously named Defendants once their names and capacities
25 become known.

26 7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
27 were the partners, agents, owners, or managers of BARTON HEALTHCARE SYSTEM at all
28 relevant times.

8. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, BARTON HEALTHCARE SYSTEM and/or DOES 1 through 10 (collectively, “Defendants” or “BARTON”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

9. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

10. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

11. Defendants provide comprehensive healthcare to community members and visitors of the Lake Tahoe region, with at least 11 locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in South Lake Tahoe, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

12. In particular, Plaintiff and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees' assigned locations or positions. Upon

1 information and belief, Defendants set forth uniform policies and procedures in several
2 documents provided at an employee's time of hire.

3 13. Upon information and belief, Defendants maintain a centralized Payroll
4 department at their company headquarters in South Lake Tahoe, California, which processes
5 payroll for all non-exempt, hourly paid employees working for Defendants at their various
6 locations in California, including Plaintiff and class members. Based upon information and
7 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid
8 employees in California, irrespective of their work locations. Upon information and belief,
9 Defendants process payroll for departing employees in the same manner throughout the State
10 of California, regardless of the manner in which each employee's employment ends.

11 14. Defendants continue to employ non-exempt or hourly paid employees in
12 California.

13 15. Plaintiff is informed and believes, and thereon alleges, that at all times herein
14 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
15 advisors knowledgeable about California labor and wage law, employment and personnel
16 practices, and about the requirements of California law.

17 16. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
18 members were not paid for all hours worked because all hours worked were not recorded.

19 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and class members were entitled to receive certain wages for
21 overtime compensation and that they were not receiving certain wages for overtime
22 compensation.

23 18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and class members were entitled to receive at least minimum
25 wages for compensation and that they were not receiving at least minimum wages for work that
26 was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff and
27 class members were not paid at least minimum wages for work done off-the-clock.

28 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and class members were entitled to meal periods in accordance
2 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
3 additional hour of pay at their regular rates of pay when they were not provided with timely,
4 uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members were not
5 provided with all meal periods or payment of one (1) additional hour of pay at their regular rates
6 of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

7 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and class members were entitled to rest periods in accordance
9 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
10 additional hour of pay at their regular rates of pay when they were not authorized and permitted
11 to take a compliant rest period and that Plaintiff and class members were not authorized and
12 permitted to take compliant rest periods or provided with payment of one (1) additional hour of
13 pay at their regular rates of pay when they were not authorized and permitted to take a compliant
14 rest period.

15 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and class members were entitled to receive complete and
17 accurate wage statements in accordance with California law. In violation of the California
18 Labor Code, Plaintiff and class members were not provided complete and accurate wage
19 statements.

20 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that they had a duty to maintain accurate and complete payroll records in
22 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
23 knowingly, and intentionally failed to do so.

24 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and class members were entitled to timely payment of all
26 wages earned upon termination of employment. In violation of the California Labor Code,
27 Plaintiff and class members did not receive payment of all wages due, including, but not limited
28 to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible

1 time periods.

2 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and class members were entitled to timely payment of wages
4 during their employment. In violation of the California Labor Code, Plaintiff and class members
5 did not receive payment of all wages, including, but not limited to, overtime wages, minimum
6 wages, and/or meal and rest period premiums, within permissible time periods.

7 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and class members were entitled to receive full reimbursement
9 for all business-related expenses and costs they incurred during the course and scope of their
10 employment and that they did not receive full reimbursement of applicable business-related
11 expenses and costs incurred.

12 26. Plaintiff is informed and believes, and thereon alleges, that at all times herein
13 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
14 and class members for all hours worked, and that Defendants had the financial ability to pay
15 such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
16 represented to Plaintiff and class members that they were properly denied wages, all in order to
17 increase Defendants' profits.

18 **PAGA REPRESENTATIVE ALLEGATIONS**

19 27. At all times herein set forth, PAGA provides that any provision of law under the
20 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
21 collected by the Labor and Workforce Development Agency ("LWDA") for violations of the
22 California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by
23 aggrieved employees in a civil action brought on behalf of themselves and other current or
24 former employees pursuant to procedures outlined in California Labor Code section 2699.3.

25 28. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as
26 "any person who was employed by the alleged violator and personally suffered each of the
27 violations alleged."

28 29. Plaintiff and other current and former employees of Defendants are "aggrieved

employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’ current or former employees and each of the alleged violations were committed against them.

30. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- (a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.
- (b) An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The LWDA shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation (“LWDA Notice”) within sixty (60) calendar days of the postmark date of the aggrieved employee’s notice. Upon receipt of the LWDA Notice, or if no LWDA Notice is provided within sixty-five (65) calendar days of the postmark date of the aggrieved employee’s notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties.

31. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been met:

- (a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.

1 (b) An aggrieved employee's notice filed with the LWDA pursuant to
2 2699.3(c) and any employer response to that notice shall be accompanied
3 by a filing fee of seventy-five dollars (\$75).

4 (c) The employer may cure the alleged violation within thirty-three (33)
5 calendar days of the postmark date of the notice sent by the aggrieved
6 employee or representative. The employer shall give written notice
7 within that period of time by certified mail to the aggrieved employee or
8 representative and by online filing with the LWDA if the alleged violation
9 is cured, including a description of actions taken, and no civil action
10 pursuant to Section 2699 may commence. If the alleged violation is not
11 cured within the 33-day period, the aggrieved employee may commence
12 a civil action pursuant to Section 2699.

13 32. On May 14, 2024, Plaintiff provided written notice by online filing to the LWDA
14 and by Certified Mail to Defendants of the specific provisions of the California Labor Code
15 alleged to have been violated, including facts and theories to support the alleged violations, in
16 accordance with California Labor Code section 2699.3. Plaintiff's written notice was
17 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
18 Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case
19 Number LWDA-CM-1028216-24. A true and correct copy of Plaintiff's written notice to the
20 LWDA and Defendants is attached hereto as "Exhibit 1."

21 33. As of the filing date of this complaint, over 65 days have passed since Plaintiff
22 sent the notice described above to the LWDA, and the LWDA has not responded that it intends
23 to investigate Plaintiff's claims and Defendants have not cured the violations.

24 34. Thus, Plaintiff has satisfied the administrative prerequisites under California
25 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
26 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
27 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

28 35. Labor Code section 558(a) provides "[a]ny employer or other person acting on

1 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
2 provision regulating hours and days of work in any order of the Industrial Welfare Commission
3 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
4 each underpaid employee for each pay period for which the employee was underpaid (2)
5 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
6 each pay period for which the employee was underpaid” Labor Code section 558(c)
7 provides “[t]he civil penalties provided for in this section are in addition to any other civil or
8 criminal penalty provided by law.”

9 36. Defendants, at all times relevant to this complaint, were employers or persons
10 acting on behalf of an employer(s) who violated Plaintiff’s and other aggrieved employees’
11 rights by violating various sections of the California Labor Code as set forth above.

12 37. As set forth below, Defendants have violated numerous provisions of both the
13 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
14 Order.

15 38. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
16 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a
17 private attorney general, seeks assessment and collection of civil penalties for herself, all other
18 aggrieved employees, and the State of California against Defendants for violations of California
19 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
20 1197, 1197.1, 1198, and 2802.

21 **CLASS ACTION ALLEGATIONS**

22 39. Plaintiff brings this action on her own behalf, as well as on behalf of each and all
23 other persons similarly situated, and thus seeks class certification under California Code of Civil
24 Procedure section 382.

25 40. All claims alleged herein arise under California law for which Plaintiff seeks
26 relief authorized by California law.

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1 41. Plaintiff's proposed class consists of and is defined as follows:

2 All persons who worked for Defendants as non-exempt, hourly
3 paid employees in California, within four years prior to the filing
 of the initial complaint until the date of trial ("Class").

4 42. Plaintiff's proposed subclass consists of and is defined as follows:

5 All persons who worked for Defendants as non-exempt, hourly
6 paid employees in California and who received at least one wage
7 statement within one (1) year prior to the filing of the initial
 complaint until the date of trial ("Subclass").

8 43. Members of the Class and Subclass are referred to herein as "class members."

9 44. Plaintiff reserves the right to redefine the Class and Subclass and to add
10 additional subclasses as appropriate based on further investigation, discovery, and specific
11 theories of liability.

12 45. There are common questions of law and fact as to class members that
13 predominate over questions affecting only individual members, including, but not limited to:

- 14 (a) Whether Defendants required Plaintiff and class members to work over
15 eight (8) hours per day, over twelve (12) hours per day, or over forty (40)
16 hours per week and failed to pay all legally required overtime
17 compensation to Plaintiff and class members;
- 18 (b) Whether Defendants failed to pay Plaintiff and class members at least
19 minimum wages for all hours worked;
- 20 (c) Whether Defendants failed to provide Plaintiff and class members with
21 meal periods;
- 22 (d) Whether Defendants failed to authorize and permit Plaintiff and class
23 members to take rest periods;
- 24 (e) Whether Defendants provided Plaintiff and class members with complete
25 and accurate wage statements as required by California Labor Code
26 section 226(a);
- 27 (f) Whether Defendants maintained accurate payroll records as required by
28 California Labor Code section 1174(d);

- 1 (g) Whether Defendants failed to pay earned overtime wages, minimum
2 wages, and/or meal and rest period premiums due to Plaintiff and class
3 members upon their discharge;
- 4 (h) Whether Defendants failed to timely pay overtime wages, minimum
5 wages, and/or meal and rest period premiums due to Plaintiff and class
6 members during their employment;
- 7 (i) Whether Defendants failed to reimburse Plaintiff and class members for
8 necessary and required business-related expenditures and/or losses
9 incurred by them in the scope of their employment;
- 10 (j) Whether Defendants engaged in unlawful and unfair business practices in
11 violation of California Business & Professions Code sections 17200, *et*
12 *seq.*; and
- 13 (k) The appropriate amount of damages, restitution, or monetary penalties
14 resulting from Defendants' violations of California law.

15 46. There is a well-defined community of interest in the litigation and the class
16 members are readily ascertainable:

- 17 (a) Numerosity: The class members are so numerous that joinder of all
18 members would be unfeasible and impractical. The membership of the
19 entire class is unknown to Plaintiff at this time; however, the class is
20 estimated to be greater than one hundred (100) individuals and the
21 identity of such membership is readily ascertainable by inspection of
22 Defendants' employment records.
- 23 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
24 the interests of each class member with whom she has a well-defined
25 community of interest, and Plaintiff's claims (or defenses, if any) are
26 typical of all class members as demonstrated herein.
- 27 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
28 the interests of each class member with whom she has a well-defined

community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime

(Against all Defendants)

47. Plaintiff incorporates by reference and re-alleges as if fully stated herein each

1 and every allegation set forth above.

2 48. Labor Code section 1198 makes it illegal to employ an employee under
3 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
4 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
5 shall be the . . . standard conditions of labor for employees. The employment of any employee
6 . . . under conditions of labor prohibited by the order is unlawful.”

7 49. California Labor Code section 1198 and the applicable IWC Wage Order provide
8 that it is unlawful to employ persons without compensating them at a rate of pay either time-
9 and-one-half or two-times that person’s regular rate of pay, depending on the number of hours
10 worked by the person on a daily or weekly basis.

11 50. Specifically, the applicable IWC Wage Order provides that Defendants are and
12 were required to pay Plaintiff and class members working more than eight (8) hours in a day or
13 more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours
14 worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

15 51. The applicable IWC Wage Order further provides that Defendants are and were
16 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
17 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
18 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
19 employee, including nondiscretionary bonuses and incentive pay.

20 52. California Labor Code section 510 codifies the right to overtime compensation
21 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
22 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
23 (7th) day of work, and to overtime compensation at twice the employee’s regular rate of pay for
24 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
25 the seventh (7th) day of work.

26 53. During the relevant time period, Defendants willfully failed to pay all overtime
27 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and class
28 members were not paid overtime premiums for all of the hours they worked in excess of eight

(8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were not recorded.

54. First, during the relevant period, Defendants had a policy and/or practice of discouraging and impeding Plaintiff and class members from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. On information and belief, this policy of limiting overtime, coupled with Defendants' practices of understaffing and assigning heavy workloads (*see infra*), led Plaintiff and class members to work off-the-clock outside of their scheduled shifts in order to complete their assigned tasks. For example, approximately twice per week, Plaintiff clocked out at the end of her shift but was required to continue working to finalize her assigned duties, such as slicing fruit, preparing a cake tray, or sanitizing the kitchen, which could take up to 15 minutes. Thus, Defendants failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Plaintiff and class members received no compensation for this time.

55. Second, as stated, Defendants had, and continue to have, company-wide policies and/or practices of understaffing and assigning heavy workloads, including adhering to patients' dietary restrictions and meeting mealtime deadlines for a 48-bed hospital, which resulted in a lack of meal period coverage and prevented Plaintiff and class members from taking all uninterrupted meal periods to which they were entitled. Moreover, Defendants have a practice of failing to adhere to a schedule for meal periods, which further caused Plaintiff and class members to not be relieved of their duties for compliant meal periods. For example, Plaintiff worked through her meal periods at least three (3) times per week to meet patient mealtime deadlines. As another example, approximately three (3) times per week, Plaintiff's meal periods were interrupted by requests from Emergency Room nursing staff that she prepare food for newly-admitted patients. Consequently, Plaintiff and class members were required to work through their meal periods and/or had their unpaid meal periods interrupted or cut short in order to complete their assigned duties, time for which they were not paid.

56. Third, on information and belief, because Defendants frowned upon employees accruing meal period penalties, Defendants' management pressured employees to clock out for

1 meal periods to reflect compliant meal periods and/or retroactively record compliant meal
2 periods on their timesheets, upon threat of discipline, even when they had not received
3 compliant meal periods. Thus, Defendants did not record all hours worked during meal periods,
4 and Plaintiff and class members performed work during meal periods for which they were not
5 paid.

6 57. Defendants knew or should have known that, as a result of these company-wide
7 practices and/or policies, Plaintiff and class members were performing their assigned duties off-
8 the-clock after their shifts and during meal periods, and were suffered or permitted to perform
9 work for which they were not paid. Because Plaintiff and class members worked shifts of eight
10 (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work
11 qualified for overtime premium pay. Therefore, Plaintiff and class members were not paid
12 overtime wages for all of the overtime hours they actually worked.

13 58. Defendants' failure to pay Plaintiff and class members the balance of overtime
14 compensation, as required by California law, violates the provisions of California Labor Code
15 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
16 members are entitled to recover from Defendants their unpaid overtime compensation, as well
17 as interest, costs, and attorneys' fees.

18 **SECOND CAUSE OF ACTION**

19 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 20 **Minimum Wages** 21 **(Against all Defendants)**

22 59. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
23 and every allegation set forth above.

24 60. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
25 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
26 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
27 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the
28 time during which an employee is subject to the control of an employer, and includes all the

1 time the employee is suffered or permitted to work, whether or not required to do so.” Cal.
2 Code Regs. Tit. 8, § 11050(2)(L) (defining “Hours Worked”).

3 61. As set forth above, as a result of Defendants’ policy of limiting the amount of
4 overtime employees could accrue, Defendants required Plaintiff and class members to perform
5 work off-the-clock after their scheduled shifts to complete their assigned duties before they
6 could leave for the day. Defendants failed to track this time that Plaintiff and class members
7 spent working off-the-clock, and Plaintiff and class members received no compensation for this
8 time.

9 62. Second, as set forth above, due to Defendants’ company-wide practices of
10 understaffing, assigning heavy workloads, including adhering to patients’ dietary restrictions
11 and meeting mealtime deadlines for a 48-bed hospital, failing to adhere to a schedule for meal
12 periods, and subsequent lack of meal period coverage, Plaintiff and class members were
13 impeded from taking all uninterrupted meal periods to which they were entitled and were
14 required to work off-the-clock. Further, in order to prevent employees from accruing meal
15 penalties, Defendants pressured Plaintiff and class members to clock out for meal periods and/or
16 retroactively record compliant meal periods on their timesheets, upon threat of discipline,
17 regardless of whether they had received compliant meal periods or not. Thus, Defendants did
18 not accurately record all hours worked during meal periods, and Plaintiff and class members
19 performed work during meal periods for which they were not paid.

20 63. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
21 and class members. To the extent that these off-the-clock hours did not qualify for overtime
22 premium payment, Defendants did not pay at least minimum wages for those hours worked off-
23 the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

24 64. Defendants’ failure to pay Plaintiff and class members minimum wages violates
25 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California
26 Labor Code section 1194.2, Plaintiff and class members are entitled to recover from Defendants
27 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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THIRD CAUSE OF ACTION
Violations of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period
Violations
(Against all Defendants)

65. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

66. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

67. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

68. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee’s regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

69. First, during the relevant time period, as stated, Defendants had, and continue to have, company-wide policies and/or practices of understaffing while assigning heavy workloads, including adhering to patients’ dietary restrictions and meeting mealtime deadlines for a 48-bed hospital, which resulted in a lack of meal period coverage and prevented Plaintiff and class members from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, Defendants had a company-wide practice and/or policy of failing to

1 adhere to a schedule for meal periods, which further caused Plaintiff and class members to not
2 be relieved of their duties for compliant meal periods. For example, as stated, Plaintiff worked
3 straight through her meal periods approximately three (3) times per week to meet patient
4 mealtime deadlines. As also stated, approximately three (3) times per week, Plaintiff's meal
5 periods were interrupted by Emergency Room nursing staff who requested that she prepare food
6 for newly-admitted patients. Additionally, Plaintiff sometimes took her meal periods late, after
7 the fifth hour of work, due to the heavy workload. Thus, Plaintiff and class members had to
8 work through all or part of their meal periods, had their meal periods interrupted, and/or had to
9 wait extended periods of time before taking meal periods.

10 70. Second, as stated, on information and belief, because Defendants frowned upon
11 employees accruing meal period penalties, Defendants' management pressured employees to
12 clock out for meal periods to reflect compliant meal periods and/or retroactively record
13 compliant meal periods on their timesheets, upon threat of discipline, even when they had not
14 received compliant meal periods. Plaintiff and class members did not sign valid meal period
15 waivers on days that they were entitled to meal periods and were not relieved of all duties.

16 71. At all times mentioned herein, Defendants knew or should have known that as a
17 result of their policies, Plaintiff and class members were prevented from being relieved of all
18 duties and required to perform some of their assigned duties during meal periods. Defendants
19 further knew or should have known that they did not pay Plaintiff and class members all meal
20 period premiums when meal periods were late, interrupted, shortened, and/or missed.

21 72. Furthermore, Defendants engaged in a company-wide practice and/or policy of
22 not paying all meal period premiums owed when compliant meal periods are not provided.
23 Because of this practice and/or policy, Plaintiff and class members have not received premium
24 pay for all missed, late, and interrupted meal periods. As a result, Defendants failed to provide
25 Plaintiff and class members compliant meal periods in violation of California Labor Code
26 sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

27 73. Defendants' conduct violates the applicable IWC Wage Order, and California
28 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore

entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations (Against all Defendants)

74. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

75. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class members' employment by Defendants.

76. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

77. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016). Labor Code section 226.7 and the applicable IWC Wage Order also provide that rest periods shall be counted as hours worked for which there shall be no deduction from wages.

78. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7, Plaintiff and class members are entitled to recover from Defendants one (1) additional

1 hour of pay at their regular rates of pay for each work day that a required rest period was not
2 authorized and permitted.

3 79. During the relevant time period, Defendants regularly failed to authorize and
4 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
5 period worked or major fraction thereof. As with meal periods, Defendants' company-wide
6 practices, including understaffing and assigning heavy workloads, prevented Plaintiff and class
7 members from being relieved of all duty in order to take their rest periods. Defendants also
8 failed to schedule rest periods, which, coupled with Defendants' failure to provide adequate rest
9 period coverage, further led to Plaintiff and class members not being authorized and permitted
10 to take compliant rest periods.

11 80. Moreover, on information and belief, Defendants maintained and implemented a
12 company-wide on-premises rest period policy, which effectively required that Plaintiff and class
13 members remain on the premises during their rest periods. Specifically, Defendants' managers
14 erroneously informed employees that should they leave Defendants' premises during rest
15 periods, they are to clock out for their rest period. Because of Defendants' imposition on
16 employees to clock out for their rest periods when they left the premises, Plaintiff and class
17 members were discouraged from taking all rest periods to which they were entitled, and denied
18 the ability to use their rest periods freely for their own purposes, such as completing personal
19 errands. Thus, Defendants effectively maintained control over Plaintiff and class members
20 during rest periods. Moreover, to the extent that Plaintiff and class members clocked out for
21 rest periods pursuant to Defendants' on-premises rest period policy, Defendants unlawfully
22 deducted rest periods from Plaintiff's and class members' wages.

23 81. As a result of Defendants' practices and policies, Plaintiff and class members
24 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
25 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
26 Plaintiff had to forego approximately half of her rest periods each week, due to heavy workload
27 and a lack of rest period coverage.

28 82. Defendants have also engaged in a systematic, company-wide practice and/or

1 policy of not paying rest period premiums owed when rest periods are not authorized and
2 permitted. Because of this practice and/or policy, Plaintiff and class members have not received
3 premium pay for all missed rest periods. As a result, Defendants denied Plaintiff and class
4 members rest periods and failed to pay them rest period premiums due, in violation of Labor
5 Code sections 226.7 and 516, and the applicable IWC Wage Order.

6 83. Defendants' conduct violates the applicable IWC Wage Order and California
7 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
8 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
9 compensation for each work day that a compliant rest period was not authorized and permitted.

10 **FIFTH CAUSE OF ACTION**

11 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 12 **Statements and Failure to Maintain Accurate Payroll Records** 13 **(Against all Defendants)**

14 84. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
15 and every allegation set forth above.

16 85. At all relevant times herein set forth, California Labor Code section 226(a)
17 provides that every employer shall furnish each of his or her employees an accurate and
18 complete itemized wage statement in writing, including, but not limited to, the name and address
19 of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked,
20 and all applicable rates of pay.

21 86. At all relevant times, Defendants have knowingly and intentionally provided
22 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For
23 example, Defendants issued uniform wage statements to Plaintiff and Subclass members that
24 fail to correctly list: gross wages earned; total hours worked; net wages earned; and all
25 applicable hourly rates in effect during the pay period, including rates of pay for overtime
26 wages, and the corresponding number of hours worked at each hourly rate. Specifically,
27 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

28 87. Because Defendants did not record the time Plaintiff and Subclass members spent

1 working off the clock and deducted time from their records for meal periods that were
2 interrupted and/or missed (and therefore time for which they should have been paid),
3 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and
4 Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same reason,
5 Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass
6 members, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay
7 in effect during the pay period and the corresponding accurate number of hours worked at each
8 hourly rate, in violation of section 226(a)(9).

9 88. The wage statement deficiencies also include, among other things, failing to list
10 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
11 piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for
12 which employees were paid; failing to list the name of the employee and only the last four digits
13 of his or her social security number or an employee identification number other than a social
14 security number; failing to list the name and address of the legal entity that is the employer;
15 and/or failing to state all hours worked as a result of not recording or stating hours worked off-
16 the-clock.

17 89. California Labor Code section 1174(d) provides that “[e]very person employing
18 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
19 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
20 plants or establishments at which employees are employed, payroll records showing the hours
21 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
22 applicable piece rate paid to, employees employed at the respective plants or
23 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
24 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
25 members showing the daily hours they worked and the wages paid thereto as a result of failing
26 to record the off-the-clock hours that they worked.

27 90. California Labor Code section 1198 provides that the maximum hours of work
28 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set

1 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
2 of any employees for longer hours than those fixed by the order or under conditions of labor
3 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
4 are required to keep accurate time records showing when the employee begins and ends each
5 work period and meal period. During the relevant time period, Defendants engaged in company-
6 wide practices and/or policies of failing to record actual hours worked, and thereby failed to
7 keep accurate records of work period and meal period start and end times for Plaintiff and
8 Subclass members, in violation of section 1198.

9 91. Plaintiff and Subclass members are entitled to recover from Defendants the
10 greater of their actual damages caused by Defendants’ failure to comply with California Labor
11 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
12 employee.

13 **SIXTH CAUSE OF ACTION**

14 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 15 **Termination** 16 **(Against all Defendants)**

17 92. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
18 and every allegation set forth above.

19 93. This cause of action is dependent upon, and wholly derivative of, the overtime
20 wages, minimum wages, and/or meal and rest period premiums that that were not timely paid
21 to Plaintiff and those class members no longer employed by Defendants upon their termination.

22 94. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
23 that if an employer discharges an employee, the wages earned and unpaid at the time of
24 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
25 her employment, his or her wages shall become due and payable not later than seventy-two (72)
26 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his
27 or her intention to quit, in which case the employee is entitled to his or her wages at the time of
28 quitting.

95. Defendants willfully failed to pay Plaintiff and class members who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

96. Defendants' failure to pay Plaintiff and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SEVENTH CAUSE OF ACTION

Violation of California Labor Code § 204—Failure to Timely Pay Wages During

Employment

(Against all Defendants)

97. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

98. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to Plaintiff and class members during their employment.

99. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

100. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

101. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

102. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

103. Defendants' failure to timely pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 2802—Unpaid Business-Related Expenses (Against all Defendants)

104. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

105. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.

106. During the relevant time period, Defendants, on a company-wide basis, required Plaintiff and class members to report to work in clean and presentable uniforms bearing the

1 Barton Memorial Hospital company logo and name, including uniform shirts. However,
2 Defendants did not provide Plaintiff and class members with sufficient uniforms to wear in
3 relation to the tasks they were required to perform and the number of shifts they worked
4 throughout the week. For example, Defendants only provided Plaintiff with four (4) uniform
5 shirts over the course of her 15-year employment with Defendants. Because Defendants failed
6 to provide Plaintiff with an adequate number of uniform items, Plaintiff and class members had
7 to wash their uniforms more frequently than they otherwise would do laundry, and incur
8 expenses in doing so. For example, due to the nature of nature of food service and healthcare
9 work, Plaintiff's uniform shirts would become exposed to or contaminated patients' germs
10 and/or stained with grease or acquire an unpleasant odor such that she was unable to mix these
11 clothes in with her other laundry. As a result, she had to wash her uniform shirts separately
12 from her regular clothing, and would spend approximately \$10 per week at the laundromat for
13 the upkeep of her uniform. Thus, Defendants failed to maintain the uniforms they required
14 Plaintiff and class members to wear during their shifts and forced them to incur the cost of
15 maintaining employee uniforms.

16 107. Defendants could have provided Plaintiff and class members with an adequate
17 number of uniforms or access to laundering services; or, Defendants could have reimbursed
18 employees for their costs of their laundering expenses or provided a uniform maintenance
19 allowance. Instead, Defendants passed these operating costs off onto Plaintiff and class
20 members.

21 108. Defendants' company-wide policy and/or practice of not reimbursing employees
22 for expenses necessarily incurred and passing on their operating costs to Plaintiff and class
23 members violates California Labor Code section 2802. Defendants have intentionally and
24 willfully failed to reimburse Plaintiff and class members for necessary business-related
25 expenses and costs.

26 109. Plaintiff and class members are entitled to recover from Defendants their
27 business-related expenses incurred during the course and scope of their employment, plus
28 interest.

1 **NINTH CAUSE OF ACTION**

2 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

3 **(Against all Defendants)**

4 110. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 111. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
7 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
8 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.
9 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil
10 penalties for violations of those Labor Code sections not found in section 2699.5, including
11 sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, and 2802.

12 112. Defendants’ conduct, as alleged herein, violates numerous sections of the
13 California Labor Code, including, but not limited to, the following:

- 14 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
15 Wage Order for Defendants’ failure to compensate Plaintiff and other
16 aggrieved employees with all required overtime pay, as alleged herein;
- 17 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198,
18 and the applicable IWC Wage Order for Defendants’ failure to
19 compensate Plaintiff and other aggrieved employees with at least
20 minimum wages for all hours worked, as alleged herein;
- 21 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
22 applicable IWC Wage Order for Defendants’ failure to provide Plaintiff
23 and other aggrieved employees with meal periods, as alleged herein;
- 24 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
25 IWC Wage Order for Defendants’ failure to authorize and permit Plaintiff
26 and other aggrieved employees to take rest periods, as alleged herein;
- 27 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
28 IWC Wage Order for failure to provide accurate and complete wage

statements to Plaintiff and other aggrieved employees, as alleged herein;

(f) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as alleged herein;

(g) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as alleged herein;

(h) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as alleged herein; and

(i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other aggrieved employees for all business expenses necessarily incurred, as alleged herein.

113. Therefore, Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

TENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unlawful Business Practices

(Against all Defendants)

114. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

115. Defendants are “persons” as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

116. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants’ unlawful business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

117. Defendants’ activities, as alleged herein, are violations of California law, and

1 constitute unlawful business acts and practices in violation of California Business & Professions
2 Code sections 17200, *et seq.*

3 118. A violation of California Business & Professions Code sections 17200, *et seq.*
4 may be predicated on the violation of any state or federal law. In the instant case, Defendants'
5 policies and practices have violated state law in at least the following respects:

- 6 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
7 class members, to work overtime without paying them proper
8 compensation in violation of California Labor Code sections 510 and
9 1198, and the applicable IWC Wage Order, as alleged herein;
- 10 (b) Failing to pay at least minimum wage to Plaintiff and class members in
11 violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,
12 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 13 (c) Failing to provide all meal periods to Plaintiff and class members in
14 violation of California Labor Code sections 226.7, 512(a), 516, and 1198,
15 and the applicable IWC Wage Order, as alleged herein;
- 16 (d) Failing to authorize and permit Plaintiff and class members to take all rest
17 periods in violation of California Labor Code sections 226.7, 516, and
18 1198, and the applicable IWC Wage Order, as alleged herein;
- 19 (e) Failing to provide Plaintiff and class members with accurate wage
20 statements and failing to maintain accurate payroll records in violation of
21 California Labor Code sections 226(a), 1174(d), and 1198, and the
22 applicable IWC Wage Order, as alleged herein;
- 23 (f) Failing to timely pay all earned wages to Plaintiff and class members in
24 violation of California Labor Code section 204, as alleged herein; and
- 25 (g) Failing to reimburse Plaintiff and class members for all business expenses
26 necessarily incurred in violation of California Labor Code section 2802,
27 as alleged herein.

28 119. As a result of the violations of California law herein described, Defendants

1 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have
2 suffered pecuniary loss by Defendants’ unlawful business acts and practices alleged herein.

3 120. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
4 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
5 Defendants during a period that commences four years prior to the filing of the initial complaint;
6 a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
7 class members; and an award of attorneys’ fees pursuant to California Code of Civil Procedure
8 section 1021.5 and other applicable laws; and an award of costs.

9 **ELEVENTH CAUSE OF ACTION**

10 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

11 **Unfair Business Practices**

12 **(Against all Defendants)**

13 121. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

15 122. Defendants are “persons” as defined by California Business & Professions Code
16 section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or
17 associations.

18 123. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, and
19 harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in
20 fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff seeks to
21 enforce important rights affecting the public interest within the meaning of Code of Civil
22 Procedure section 1021.5.

23 124. Defendants’ activities, namely Defendants’ company-wide practice and/or policy
24 of not paying Plaintiff and class members all meal and rest period premiums due to them under
25 California Labor Code section 226.7, deprived Plaintiff and class members of the compensation
26 guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy
27 provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to compensate
28 employees, and secondarily to shape employer conduct.” *Safeway, Inc. v. Superior Court*, 238

Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and class members as part of their employment with Defendants, and thus Defendants' practice and/or policy of denying these statutory benefits constitutes an unfair business practice in violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

125. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on any unfair business practice. In the instant case, Defendants' policies and practices have violated the spirit of California's meal and rest period laws and constitute acts against the public policy behind these laws.

126. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

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

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff reserves the right to amend her prayer for relief to seek a different amount.

Class Certification

2. That this case be certified as a class action;
3. That Plaintiff be appointed as the representative of the Class and Subclass;
4. That counsel for Plaintiff be appointed as class counsel.

///

1 **As to the First Cause of Action**

2 5. That the Court declare, adjudge, and decree that Defendants violated California
3 Labor Code sections 510 and 1198 and the applicable IWC Wage Order by willfully failing to
4 pay all overtime wages due to Plaintiff and class members;

5 6. For general unpaid wages at overtime wage rates and such general and special
6 damages as may be appropriate;

7 7. For pre-judgment interest on any unpaid overtime compensation commencing
8 from the date such amounts were due, or as otherwise provided by law;

9 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
10 California Labor Code section 1194(a); and

11 9. For such other and further relief as the Court may deem equitable and
12 appropriate.

13 **As to the Second Cause of Action**

14 10. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable IWC Wage
16 Order by willfully failing to pay minimum wages to Plaintiff and class members;

17 11. For general unpaid wages and such general and special damages as may be
18 appropriate;

19 12. For pre-judgment interest on any unpaid compensation from the date such
20 amounts were due, or as otherwise provided by law;

21 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
22 California Labor Code section 1194(a);

23 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

24 15. For such other and further relief as the Court may deem equitable and
25 appropriate.

26 **As to the Third Cause of Action**

27 16. That the Court declare, adjudge, and decree that Defendants violated California
28 Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order by

1 willfully failing to provide all meal periods to Plaintiff and class members;

2 17. That the Court make an award to the Plaintiff and class members of one (1) hour
3 of pay at each employee's regular rate of pay for each workday that a meal period was not
4 provided;

5 18. For all actual, consequential, and incidental losses and damages, according to
6 proof;

7 19. For premiums pursuant to California Labor Code section 226.7(c);

8 20. For pre-judgment interest on any unpaid meal period premiums from the date
9 such amounts were due, or as otherwise provided by law;

10 21. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

12 22. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 **As to the Fourth Cause of Action**

15 23. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order by willfully
17 failing to authorize and permit Plaintiff and class members to take all rest periods;

18 24. That the Court make an award to the Plaintiff and class members of one (1) hour
19 of pay at each employee's regular rate of pay for each workday that a rest period was not
20 authorized and permitted;

21 25. For all actual, consequential, and incidental losses and damages, according to
22 proof;

23 26. For premiums pursuant to California Labor Code section 226.7(c);

24 27. For pre-judgment interest on any unpaid rest period premiums from the date such
25 amounts were due, or as otherwise provided by law;

26 28. For attorneys' fees pursuant to California Code of Civil Procedure section
27 1021.5, or as otherwise provided by law; and

28 29. For such other and further relief as the Court may deem equitable and

appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For injunctive relief pursuant to California Labor Code section 226(h);

33. For statutory penalties pursuant to California Labor Code section 226(e);

34. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, and/or meal and rest period premiums owed at the time of termination of the employment of Plaintiff and other terminated class members;

37. For all actual, consequential and incidental losses and damages, according to proof;

38. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

39. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

40. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

41. For such other and further relief as the Court may deem equitable and

appropriate.

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime wages, minimum wages, and/or meal and rest period premiums during their employment;

43. For all actual, consequential and incidental losses and damages, according to proof;

44. For statutory penalties according to proof pursuant to California Labor Code section 210;

45. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

46. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and class members;

49. For unpaid business-related expenses and such general and special damages as may be appropriate;

50. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;

51. For all actual, consequential, and incidental losses and damages, according to proof;

52. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and;

53. For such other and further relief as the Court may deem equitable and

appropriate.

As to the Ninth Cause of Action

54. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); and 2802 (by failing to reimburse business expenses);

55. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802;

56. For attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802;

57. For pre-judgment and post-judgment interest as provided by law; and

58. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

59. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage

1 statements, failing to maintain accurate payroll records for Plaintiff and class members, failing
2 to timely pay Plaintiff and class members all earned wages during employment, and failing to
3 reimburse Plaintiff and class members for business-related expenses, constitutes an unlawful
4 business practice in violation of California Business and Professions Code sections 17200, *et*
5 *seq.*;

6 60. For restitution of unpaid wages to Plaintiff and all class members and
7 prejudgment interest from the day such amounts were due and payable;

8 61. For the appointment of a receiver to receive, manage and distribute any and all
9 funds disgorged from Defendants and determined to have been wrongfully acquired by
10 Defendants as a result of violations of California Business & Professions Code sections 17200,
11 *et seq.*;

12 62. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
13 California Code of Civil Procedure section 1021.5; and

14 63. For such other and further relief as the Court may deem equitable and
15 appropriate.

16 **As to the Eleventh Cause of Action**

17 64. That the Court declare, adjudge and decree that Defendants' conduct of denying
18 Plaintiff and class members the statutory benefits guaranteed under California Labor Code
19 section 226.7 constitutes an unfair business practice in violation of California Business and
20 Professions Code sections 17200, *et seq.*;

21 65. For restitution of the statutory benefits under California Labor Code section
22 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the day
23 such amounts were due and payable;

24 66. For the appointment of a receiver to receive, manage and distribute any and all
25 funds disgorged from Defendants and determined to have been wrongfully acquired by
26 Defendants as a result of violations of California Business & Professions Code sections 17200,
27 *et seq.*;

28 67. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

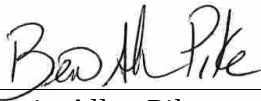
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California Code of Civil Procedure section 1021.5;
68. For pre-judgment and post-judgment interest as provided by law; and
69. For such other and further relief as the Court may deem equitable and appropriate.

Dated: July 19, 2024

Respectfully submitted,

Capstone Law APC

By: 
Bevin Allen Pike
Daniel S. Jonathan
Trisha K. Monesi
Shealene P. Mancuso

Attorneys for Plaintiff Cynthia Enriquez
Figueroa

EXHIBIT “1”



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May 14, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Cynthia Enriquez Figueroa v. Barton Healthcare System*

Dear PAGA Administrator:

This office represents Cynthia Enriquez Figueroa in connection with her claims under the California Labor Code. Ms. Enriquez Figueroa was an employee of BARTON HEALTHCARE SYSTEM ("BARTON").

The employer may be contacted directly at the addresses below:

BARTON HEALTHCARE SYSTEM
2170 SOUTH AVENUE
SOUTH LAKE TAHOE, CA 96150

BARTON HEALTHCARE SYSTEM
PO BOX 9578
SOUTH LAKE TAHOE, CA 96150

Ms. Enriquez Figueroa intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Enriquez Figueroa seeks relief on behalf of herself, the State of California, and other persons who are or were employed by BARTON as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

BARTON employed Ms. Enriquez Figueroa as an hourly paid, non-exempt employee Food Service Cook at BARTON's Barton Memorial Hospital location at 2170 South Avenue, South Lake Tahoe, California 96150 from approximately March 2007 to November 2023. During her employment, Ms. Enriquez Figueroa typically worked eight (8) hours or more per day and five (5) days per week. At the time Ms. Enriquez Figueroa's employment with BARTON ended, she earned \$25.60 per hour. Ms. Enriquez Figueroa's primary job duties included, without limitation, preparing cold food items for patients, reviewing patient records for adhering to allergy and dietary restrictions, and cashiering.

BARTON committed one or more of the following Labor Code violations against Ms. Enriquez Figueroa, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

BARTON’s Company-Wide and Uniform Payroll and HR Practices

BARTON HEALTHCARE SYSTEM is California nonprofit corporation that provides comprehensive healthcare to community members and visitors of the Lake Tahoe region, with at least 11 locations in California. Upon information and belief, BARTON maintains a single, centralized Human Resources (HR) department at its corporate headquarters in South Lake Tahoe, California, for all non-exempt, hourly paid employees working for BARTON in California, including Ms. Enriquez Figueroa and other aggrieved employees. At all relevant times, BARTON issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Enriquez Figueroa and other aggrieved employees, regardless of their location or position.

Upon information and belief, BARTON maintains a centralized Payroll department at its corporate headquarters in South Lake Tahoe, California, which processes payroll for all non-exempt, hourly paid employees working for BARTON in California, including Ms. Enriquez Figueroa and other aggrieved employees. Further, BARTON issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees in California, including Ms. Enriquez Figueroa and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, BARTON utilized the same methods and formulas when calculating wages due to Ms. Enriquez Figueroa and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

BARTON willfully failed to pay all overtime wages owed to Ms. Enriquez Figueroa and other aggrieved employees. During the relevant time period, Ms. Enriquez Figueroa and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8)

¹ These facts, theories, and claims are based on Ms. Enriquez Figueroa’s experience and counsel’s review of those records currently available relating to Ms. Enriquez Figueroa’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Enriquez Figueroa reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, BARTON had a policy and/or practice of discouraging and impeding Ms. Enriquez Figueroa and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, in order to limit the amount of overtime employees could accrue. On information and belief, this policy of limiting overtime, coupled with BARTON's practices of understaffing and assigning heavy workloads (*see infra*), led Ms. Enriquez Figueroa and other aggrieved employees to work off-the-clock outside of their scheduled shifts in order to complete their assigned tasks. For example, approximately twice per week, Ms. Enriquez Figueroa clocked out at the end of her shift but was required to continue working to finalize her assigned duties, such as slicing fruit, preparing a cake tray, or sanitizing the kitchen, which could take up to 15 minutes. Thus, BARTON failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Ms. Enriquez Figueroa and other aggrieved employees received no compensation for this time.

Second, as stated, BARTON had, and continues to have, company-wide policies and/or practices of understaffing and assigning heavy workloads, including adhering to patients' dietary restrictions and meeting mealtime deadlines for a 48-bed hospital, which resulted in a lack of meal period coverage and prevented Ms. Enriquez Figueroa and other aggrieved employees from taking all uninterrupted meal periods to which they were entitled. Moreover, BARTON has a practice of failing to adhere to a schedule for meal periods, which further caused Ms. Enriquez Figueroa and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Enriquez Figueroa worked through her meal periods at least three (3) times per week to meet patient mealtime deadlines. As another example, approximately three (3) times per week, Ms. Enriquez Figueroa's meal periods were interrupted by requests from Emergency Room nursing staff that she prepare food for newly-admitted patients. Consequently, Ms. Enriquez Figueroa and other aggrieved employees were required to work through their meal periods and/or had their unpaid meal periods interrupted or cut short in order to complete their assigned duties, time for which they were not paid.

Third, on information and belief, because BARTON frowned upon employees accruing meal period penalties, BARTON's management pressured employees to clock out for meal periods and/or retroactively record compliant meal periods on their timesheets, upon threat of discipline, even when they had not received compliant meal periods. Thus, BARTON did not record all hours worked during meal periods, and Ms. Enriquez Figueroa and other aggrieved employees performed work during meal periods for which they were not paid.

BARTON knew or should have known that as a result of these company-wide practices and/or policies, Ms. Enriquez Figueroa and other aggrieved employees were performing assigned duties off-the-clock after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Enriquez Figueroa and other aggrieved employees worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Enriquez Figueroa and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Moreover, BARTON did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, BARTON paid other aggrieved employees shift differential pay, incentive pay, nondiscretionary bonuses, and/or other

forms of remuneration. However, in violation of the California Labor Code, on information and belief, BARTON failed to incorporate all compensation, including shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, BARTON failed to pay all overtime wages by paying lower overtime rates than required.

BARTON's failure to pay Ms. Enriquez Figueroa and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Enriquez Figueroa and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work for the employer, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11050(2)(L) (defining "Hours Worked").

As set forth above, as a result of BARTON's policy of limiting the amount of overtime employees could accrue, BARTON required Ms. Enriquez Figueroa and other aggrieved employees to perform work off-the-clock before and/or after their scheduled shifts to complete their assigned duties before they could leave for the day. BARTON failed to track all of this time Ms. Enriquez Figueroa and other aggrieved employees spent working off-the-clock, and thus, Ms. Enriquez Figueroa and other aggrieved employees received no compensation for this time.

Additionally, as set forth above, due to BARTON's policies and/or practices of understaffing, assigning heavy workloads, including adhering to patients' dietary restrictions and meeting mealtime deadlines for a 48-bed hospital, failing to adhere to a schedule for meal periods, and subsequent lack of meal period coverage, Ms. Enriquez Figueroa and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Further, in order to prevent employees from accruing meal penalties, BARTON pressured Ms. Enriquez Figueroa and other aggrieved employees to clock out for meal periods and/or retroactively record compliant meal periods on their timesheets, upon threat of discipline, regardless of whether they had received compliant meal periods or not. Thus, BARTON did not accurately record all hours worked during meal periods, and Ms. Enriquez Figueroa and other aggrieved employees performed work during meal periods for which they were not paid.

Thus, BARTON did not pay at least minimum wages for all hours worked by Ms. Enriquez Figueroa and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, BARTON did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, BARTON regularly failed to pay at least minimum wages to Ms. Enriquez Figueroa and other aggrieved employees for all of the hours they worked in violation of California Labor Code

sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Enriquez Figueroa and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, as stated, BARTON had, and continues to have, company-wide policies and/or practices of understaffing while assigning heavy workloads, including adhering to patients' dietary restrictions and meeting mealtime deadlines for a 48-bed hospital, which resulted in a lack of meal period coverage and prevented Ms. Enriquez Figueroa and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, BARTON had a company-wide practice and/or policy of failing to adhere to a schedule for meal periods, which further caused Ms. Enriquez Figueroa and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, as stated, Ms. Enriquez Figueroa worked straight through her meal periods approximately three (3) times per week to meet patient mealtime deadlines. As also stated, approximately three (3) times per week, Ms. Enriquez Figueroa's meal periods were interrupted by Emergency Room nursing staff who requested that she prepare food for newly-admitted patients. Additionally, Ms. Enriquez Figueroa sometimes took her meal periods late, after the fifth hour of work, due to the heavy workload. Thus, Ms. Enriquez Figueroa and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods.

Second, as stated, on information and belief, because BARTON frowned upon employees accruing meal period penalties, BARTON's management pressured employees to clock out for meal periods to reflect compliant meal periods and/or retroactively record compliant meal periods on their timesheets, upon threat of discipline, even when they had not received compliant meal periods.

Third, BARTON did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Ms. Enriquez Figueroa and other

aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times mentioned herein, BARTON knew or should have known that as a result of its policies and practices, Ms. Enriquez Figueroa and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. BARTON further knew or should have known that it did not pay Ms. Enriquez Figueroa and other aggrieved employees meal period premiums when meal periods were missed, late, short, and/or interrupted.

Furthermore, BARTON engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Enriquez Figueroa and other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that BARTON did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, BARTON did not pay other aggrieved employees at the correct rate of pay for premiums because BARTON systematically failed to include all forms of compensation, such as shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, BARTON failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Enriquez Figueroa and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours. Labor Code section 226.7 and the applicable IWC Wage Order also provide that rest periods shall be counted as hours worked for which there shall be no deduction from wages.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, BARTON regularly failed to authorize and permit Ms. Enriquez Figueroa and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, BARTON's company-wide practices, including understaffing and assigning heavy workloads, prevented Ms. Enriquez Figueroa and other aggrieved employees from being relieved of all duty in order to take their rest periods.

BARTON also failed to schedule rest periods, which, coupled with BARTON's failure to provide adequate rest period coverage, further led to Ms. Enriquez Figueroa and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Moreover, upon information and belief, BARTON maintained and implemented a company-wide on-premises rest period policy, which effectively required that Ms. Enriquez Figueroa and other aggrieved employees remain on the premises during their rest periods. Specifically, BARTON's managers erroneously informed employees that should they leave BARTON's premises during rest periods, they are to clock out for their rest period. Because of BARTON's imposition on employees to clock out for their rest periods when they left the premises, Ms. Enriquez Figueroa and other aggrieved employees were discouraged from taking all rest periods to which they were entitled, and denied the ability to use their rest periods freely for their own purposes, such as completing personal errands. Thus, BARTON effectively maintained control over Ms. Enriquez Figueroa and other aggrieved employees during rest periods. Moreover, to the extent that Ms. Enriquez Figueroa and other aggrieved employees clocked out for rest periods pursuant to BARTON's on-premises rest period policy, BARTON unlawfully deducted rest periods from Ms. Enriquez Figueroa's and other aggrieved employees' wages.

As a result, Ms. Enriquez Figueroa and other aggrieved employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without being permitted and authorized to take all ten (10) minute rest periods to which they were entitled. For example, Ms. Enriquez Figueroa had to forego approximately half of her rest periods each week, due to the heavy workload and lack of rest period coverage.

BARTON also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Enriquez Figueroa and other aggrieved employees have not received all premium pay for missed rest periods. Alternatively, to the extent that BARTON did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, BARTON did not pay other aggrieved employees at the correct rate of pay for premiums because BARTON failed to include all forms of compensation, such as shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, BARTON failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Enriquez Figueroa and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. BARTON has not provided Ms. Enriquez Figueroa and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the

amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, BARTON has knowingly and intentionally provided Ms. Enriquez Figueroa and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, BARTON issued uniform wage statements to Ms. Enriquez Figueroa and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, BARTON violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because BARTON did not record the time Ms. Enriquez Figueroa and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), BARTON did not list the correct amount of gross wages and net wages earned by Ms. Enriquez Figueroa and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, BARTON failed to accurately list the total number of hours worked by Ms. Enriquez Figueroa and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

In addition, because BARTON did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, and/or paid sick leave, BARTON did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). BARTON also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list 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; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), BARTON willfully failed to maintain accurate payroll records for Ms. Enriquez Figueroa

and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, BARTON failed, on a company-wide basis, to record actual hours worked, and thereby failed to keep accurate records of work period and/or meal period start and end times for Ms. Enriquez Figueroa and other aggrieved employees, in violation of section 1198. Furthermore, in light of BARTON’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, BARTON kept no records of meal start and end times for second meal periods.

Ms. Enriquez Figueroa and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, BARTON failed to pay Ms. Enriquez Figueroa and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick pay leave, within any time period specified by California Labor Code section 204.

Ms. Enriquez Figueroa and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable

not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

BARTON willfully failed to pay Ms. Enriquez Figueroa and other aggrieved employees who are no longer employed by BARTON the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick pay leave, either at the time of discharge, or within seventy-two (72) hours of their leaving BARTON's employ.

Ms. Enriquez Figueroa and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 246 – Failure to Properly Calculate Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Effective January 1, 2024, California Labor Code section 246(b)(4) requires that employers must provide no less than 40 hours or five (5) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Further, Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[.]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

During the relevant time period, on information and belief, BARTON did not pay other aggrieved employees the correct sick leave rates of pay. In addition to an hourly wage, BARTON paid other aggrieved employees shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, BARTON failed to incorporate all remunerations, including shift differential pay, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when other aggrieved employees took sick leave and received these other forms of pay, BARTON failed to pay all sick leave benefits by paying a lower sick leave pay rate than required. Specifically, BARTON paid other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

BARTON's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to other aggrieved employees on a company-wide basis in violation of Labor Code section 246(l).

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

Additionally, during the relevant time period, BARTON, on a company-wide basis, required Ms. Enriquez Figueroa and other aggrieved employees to report to work in clean and presentable uniforms bearing the Barton Memorial Hospital company logo and name, including uniform shirts. However, BARTON did not provide Ms. Enriquez Figueroa and other aggrieved employees with sufficient uniforms to wear in relation to the tasks they were required to perform and the number of shifts they worked throughout the week. For example, BARTON only provided Ms. Enriquez Figueroa with four (4) uniform shirts over the course of her 15-year employment with BARTON. Because BARTON failed to provide Ms. Enriquez Figueroa with an adequate number of uniform items, Ms. Enriquez Figueroa and other aggrieved employees had to wash their uniforms more frequently than they otherwise would do laundry, and incur expenses in doing so. For example, due to the nature of food service and healthcare work, Ms. Enriquez Figueroa's uniform shirts would become exposed to or contaminated patients' germs and/or stained with grease or acquire an unpleasant odor such that she was unable to mix these clothes in with her other laundry. As a result, she had to wash her uniform shirts separately from her regular clothing, and would spend approximately \$10 per week at the laundromat for the upkeep of her uniform. Thus, BARTON failed to maintain the uniforms they required Ms. Enriquez Figueroa and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

BARTON could have provided Ms. Enriquez Figueroa and other aggrieved employees with an adequate number of uniform items or access to laundering services; or, BARTON could have reimbursed employees for the costs of their laundering expenses or provided a uniform maintenance allowance. Instead, BARTON passed these operating costs off onto Ms. Enriquez Figueroa and other aggrieved employees.

Thus, BARTON had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Enriquez Figueroa and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides that “[t]he civil penalties

provided for in this section are in addition to any other civil or criminal penalty provided by law.” BARTON, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Enriquez Figueroa’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Enriquez Figueroa seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Enriquez Figueroa, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against BARTON for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Enriquez Figueroa seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

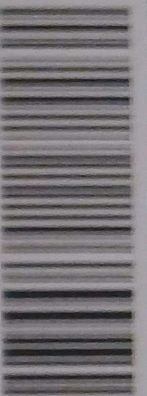
Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', followed by three dots.

Alexander Lima

Copy: BARTON HEALTHCARE SYSTEM (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park East, 1000
Los Angeles, CA 90067



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3 Extra Services: ☒ Food (please list, and fee in appropriate) ☐ Station Receipt (participate) ☐ Return Receipt (electronic)

Signature: *[Signature]*

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2. Article Number (transfers from service label)

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Vidal Aquino

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MAY 20 2024

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- ☐ Signature Confirmation™
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PROOF OF SERVICE

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 suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **July 19, 2024**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

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Attorneys for Defendant

BARTON HEALTHCARE SYSTEM

Frank M. Romero – frankromero@dwt.com

[✓] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Moorpark, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Moorpark, California.

[] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[] **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

[] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **July 19, 2024**, at Los Angeles, California.

Bevin Allen Pike

Type/Print Name

Signature

