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on behalf of himself and others similarly situated

9 [Additional Counsel Listed on Next Page]

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF KERN**

12 BABATUNDE ADESANYA and RACHEL
13 SANCHEZ, on behalf of themselves and
others similarly situated,

14 Plaintiffs,

15 vs.

16 SAN JOAQUIN COMMUNITY HOSPITAL,
17 dba ADVENTIST HEALTH BAKERSFIELD,
a California nonprofit corporation;
18 ADVENTIST HEALTH, an entity of unknown
19 form; and DOES 1 through 50, inclusive,

20 Defendants.

Case No. BCV-24-102762

Assigned for All Purposes To:

Hon. Thomas S. Clark

Dept.: 17

**DECLARATION OF ROMAN SHKODNIK
IN SUPPORT OF MOTION TO APPROVE
OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS**

Date: March 20, 2026

Time: 8:30 a.m.

Dept.: 17

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9 Attorneys for RACHEL SANCHEZ on behalf of
10 the general public as private attorney general
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2 DECLARATION OF ROMAN SHKODNIK

3 I, ROMAN SHKODNIK, hereby declare and state as follows:

4 1. I am an attorney licensed and admitted to practice before all courts of the State of
5 California, the United States District Court for the Central, Southern, Eastern, and Northern
6 Districts of California, and the Ninth Circuit Court of Appeals. I am a senior attorney at D.Law,
7 Inc., counsel for Plaintiff Babatunde Adesanya ("Plaintiff") on behalf of himself and similarly
8 situated employees of Defendant Adventist Health dba San Joaquin Community Hospital
9 ("Defendant" collectively with Plaintiff, "the Parties"). I and my firm are referred to herein as
10 PAGA Counsel. I have personal knowledge of the facts herein and if called as a witness, I could
11 and would competently testify.

12 2. All of the matters set forth herein are within my personal knowledge, except those
13 matters that are stated to be upon information and belief. As to such matters, I believe them to be
14 true. I have represented Plaintiff and the aggrieved employees since the inception of this matter.
15 I submit this Declaration in support of the Motion for Approval the Private Attorney General Act
16 ("PAGA") Representative Action Settlement, filed by Plaintiff, on behalf of himself and other
17 aggrieved employees of Defendant, and without opposition from Defendant, for approval of the
18 Parties' Settlement of the Private Attorney General Act ("PAGA") Representative Action
19 Settlement ("Settlement Agreement" or "Settlement").

20 Education and Experience:

21 3. I received my Bachelor of Arts in history and political science from the University
22 of California, Los Angeles, in 2007. I then earned my Juris Doctorate from Loyola Law School
23 in May of 2011. Upon graduating from law school, I have exclusively focused my practice on
24 representing employees including in wage-and-hour class actions.

25 4. My firm is well qualified because of our experience, knowledge, and resources to
26 act as counsel and represent Plaintiff and the Aggrieved Employees in this action. A substantial
27 percentage of our practice is devoted to litigating wage, hour, and working-conditions violations,
28 and the bulk of these cases are class and PAGA actions.

1 5. I am experienced in prosecuting employment matters, particularly class and
2 representative PAGA actions. In addition to the present case, I am also class or PAGA counsel
3 for other wage-and-hour class-action lawsuits pending in various counties throughout California
4 (including in federal courts). The following are examples of some of my cases that have resulted
5 in favorable settlements for the employee Class Members and Aggrieved Employees I have
6 represented: (a) Bogues v. Ikes place #6, San Diego Superior Court, Case No. 37-2020-
7 00023727-CU-OE-CTL (Hon. Robert Longstreth); (b) Garcia v. Statewide Traffic Safety And
8 Signs, Inc., Orange County Superior Court, Case No. 30-2018-01011814-CU-OE-CXC (Hon.
9 Lon F. Hurwitz); (c) Brito v. Brothers International Desserts dba Brothers International Desserts
10 Inc., Orange County Superior Court, Case No. 30-2022-01242515-CU-OE-CXC (Hon. William
11 D. Claster); (d) Valenzuela v. Best Express Foods, Inc., San Joaquin County Superior Court,
12 Case No. STK-CV-UOE-2021-4131 (Hon. Robert T. Waters); (e) Ruem v. EMTS, Inc. et al.,
13 Fresno County Superior Court, Case No. 18CECG04441 (Hon. Kimberly Gaab); (f) Quizon v.
14 CF Watsonville East, LLC., Santa Cruz County Superior Court, Case No. 20CV01868 (Hon.
15 Paul Marigonda); (g) Cesena v. JYM Enterprises, Inc., Los Angeles Superior Court, Case No.
16 21STCV27949 (Hon. Monica Bachner); (h) In re Mobileone Wage And Hour Cases, San Mateo
17 Superior Court, Case No. JCCP 5039 (Hon. Marie S. Weiner); (i) Ly v. Prime Comms Retail,
18 LLC, Sacramento County Superior Court, Case No. 34-2020-00281668 (Hon. Christopher E.
19 Krueger); (j) Savattieri et al.v. AMI Expeditionary Healthcare et al., Los Angeles County
20 Superior Court, Case No. 21STCV33372 (Hon. Kenneth R. Freeman).

21 6. In sum, Plaintiff's Counsel is experienced in employment class and PAGA action
22 litigation and is adequate to represent the Settlement Class in the instant action.

23 **Factual and Procedural Background:**

24 7. On August 15, 2024, Plaintiff Adesanya filed a putative class action against
25 Defendant. *See Exhibit 1.* On November 4, 2024, Plaintiff Adesanya filed a First Amended
26 Complaint adding a cause of action seeking civil penalties pursuant to PAGA. *See Exhibit 2.*
27
28

REQUEST FOR ATTORNEYS' FEES AND COSTS

8. Under the Settlement, the PAGA Counsel requests, without opposition from Defendant, an award of (1) attorney's fees of \$309,666.67 ("PAGA Counsel's Fees) and (2) reimbursement of reasonable costs ("PAGA Counsel's Costs) of up to \$35,000.00). Attached hereto and incorporated herein as **Exhibit 3** is my firm's cost log showing total costs of \$11,479.69.

9. PAGA Counsel respectfully requests an order approving its attorneys' fees and costs pursuant to the Settlement Agreement.

10. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the substantial work they have put into this case and, moreover, the risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the notification to the Aggrieved Employees, communicating with Aggrieved Employees regarding their claims, and assisting in the administration of the settlement if it is approved.

11. My firm took this case on a contingent-fee basis against a business represented by a reputable defense firm. When we take contingent cases, we must pay careful attention to the economics involved or one bad case can destroy years of work. Accordingly, when we take contingency cases, we anticipate that we shall, if successful, receive a fee that exceeds our normal hourly rate; otherwise, the risk is often too great to bear. Even when we work long hours, the number of hours in a day is limited. Because of this, when we take on one particular matter, we are unable to take on other matters. When my firm became involved in this case, we realized the time commitment that it would entail and we were forced to turn down matters that we otherwise should have been able to handle.

12. Contingent-fee cases present the very real risk of working hundreds if not thousands of hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of

1 a court-awarded fee does not greatly reduce the risk posed by these cases. In many cases, the
2 prospect is nothing more than a potential that never materializes. First, you must win the case to
3 get a court-awarded fee; even those cases that seem strongest at the onset can be lost and
4 sometimes are lost. Second, there are always the pitfalls and unforeseen obstacles that arise
5 along the way, such as settlement offers that the client may accept without ensuring that we
6 receive a reasonable fee or changes in the law that substantially affect the merits of the case, or
7 other uncertainties involving the client. Finally, there is the great risk inherent in advancing tens
8 if not hundreds of thousands of dollars in out-of-pocket expenses. If that money were to be
9 invested in some sort of financial investment, one would expect a reasonable rate of return on
10 that investment. Here, however, the best we can hope to recover is our money, and then only if
11 we are substantially successful; if we are not, all or part of this “investment” can be lost.

12 13. PAGA Counsel is well acquainted with the contingent-fee market throughout
13 California, particularly as it pertains to PAGA and class-action litigation. PAGA Counsel has
14 negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as
15 representatives in class-action and PAGA suits. Many of those agreements required that counsel
16 receive a fee under certain scenarios that exceeds one-third of the recovery. PAGA Counsel’s
17 recent attorneys’ fees awards in similar wage-and-hour class and PAGA actions have been 35%
18 of the recovery.

19 14. PAGA counsel in contingency-fee cases typically receive attorneys’ fees equal to
20 or greater than forty percent of the gross settlement amount. *See Crandall v. U-Haul* (Los
21 Angeles County Super. Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a
22 40% attorney fee request in an overtime-exemption class action; in *Bushnell v. Cremer, Inc.*
23 (Orange County Super. Ct., Case No. 657778), the Honorable Donald E. Smallwood awarded
24 attorneys’ fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County
25 Super. Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Haitz*
26 *v. Meyer, et al.*, Alameda County Super. Court, 8-20-1990 No. 572968-3, the court awarded a
27 40% fee; in *Elliott v. Clothestime* (Orange County Super. Ct., Case No. 01-CC00333) the
28 Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour class action which had not

1 yet proceeded to the class certification stage; in both *Rippee v. Boston Market Corporation*, Case
2 No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360
3 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiffs' counsel
4 in wage-and-hour class actions that had not proceeded to the class-certification stage.

5 15. Moreover, PAGA Counsel spent substantial time on this matter. Aside from
6 drafting the initial complaint, PAGA Counsel conducted informal discovery, reviewed and
7 analyzed time and pay records, employment handbooks, Plaintiffs' personnel files, relevant
8 policies, including meal and rest break policies, and reporting time policies, researched the
9 applicable law and potential defenses, constructed damage models based on interpretations of
10 California law, reviewed information provided by Defendant at the mediation, engaged in meet
11 and confer efforts with Defendant, and ultimately drafted and revised the settlement agreement.
12 PAGA Counsel conservatively estimates that it invested over 106 hours of attorney time in this
13 matter. David Yeremian's current billing rate is \$1,375 per hour (25 years out of law school with
14 the Laffey Matrix rate of \$1,227.00), and he spent approximately 23.5 hours on this matter with
15 a lodestar amount of \$32,312.50. Roman Shkodnik's current billing rate is \$1,045.00 (13 years
16 out of law school with the Laffey Matrix rate of \$948.00), and he spent approximately 17 hours
17 on this matter with a lodestar amount of \$17,765. Mason Doidge's current billing rate is \$475.00
18 (3 years out of law school with the Laffey Matrix rate of \$473.00), and he spent approximately
19 60.5 hours on this matter with a lodestar amount of \$28,737.50. Emma Geesaman's current
20 billing rate is \$475.00 (3 years out of law school with the Laffey Matrix rate of \$473.00), and
21 she spent approximately 5 hours on this matter with a lodestar amount of \$2,375. PAGA Counsel
22 spent approximately 106 hours on this matter with a lodestar amount of \$49,850.00. The lodestar
23 for Plaintiffs' counsel is \$81,190 (\$32,312.50 for David Yeremian's time on the case, \$17,765
24 for Roman Shkodnik's time on the case, \$28,737.50 for Mason Doidge's time on the case, and
25 \$2,375 for Emma Geesaman's time on the case).

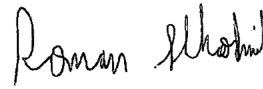
26 16. In light of the foregoing, the fee request in an amount equal to one-third of the
27 settlement in this case is well within the bounds that have been established by the above-cited
28 authority. Defendant has no objection to an award of fees in the amount requested.

1
2 **The Settlement:**

3 17. I believe that the PAGA Group Recovery here is similar to or greater than similar
4 settlements that courts have approved.

5 18. I declare under penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct.

7 Executed this 13th day of February 2026, at Glendale, California.

8
9 

10 _____
Roman Shkodnik

EXHIBIT 1

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Kern County Superior Court
By Alexandra Valles, Deputy

Attorneys for Plaintiff BABATUNDE ADESANYA,
on behalf of himself and others similarly situated

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

BABATUNDE ADESANYA, on behalf of
himself and others similarly situated,

Plaintiff,

vs.

SAN JOAQUIN COMMUNITY HOSPITAL,
dba ADVENTIST HEALTH BAKERSFIELD,
a California nonprofit corporation;
ADVENTIST HEALTH, an entity of unknown
form; and DOES 1 through 50, inclusive,

Defendants.

Case No. BCV-24-102762

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226(a);
6. Failure to Keep Required Payroll; Records Under Labor Code §§ 1174 and 1174.5;
7. Penalties Pursuant to Labor Code § 203; and
8. Violation of Business & Professions Code § 17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff BABATUNDE ADESANYA, (hereinafter “Plaintiff”) on behalf of himself and
2 all others similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants SAN JOAQUIN
8 COMMUNITY HOSPITAL dba ADVENTIST HEALTH BAKERSFIELD, a California non-
9 profit corporation; ADVENTIST HEALTH, an entity of unknown form; and DOES 1 through 50
10 (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
11 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
12 orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code,
13 and seeks redress therefore.

14 2. Plaintiff is a resident of California and during the time period relevant to this
15 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
16 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
17 worked for Defendants in Kern County, and in other nonexempt positions, throughout California
18 and, and consistently worked at Defendants’ behest without being paid all wages due. More
19 specifically, Plaintiff and the other similarly situated Class members were employed by
20 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
21 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
22 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
23 subjected to the same policies and practices, and (3) endured similar violations at the hands of
24 Defendants as the other Employee Class members who served in similar and related positions.

25 3. Defendants required Plaintiff and the Employees in the Class to perform work
26 while remaining under Defendants’ control before and after being on the clock for their daily work
27 shift. Defendants thus failed to pay Plaintiff and the Class members for all hours worked and
28 provided them with inaccurate wage statements that prevented Plaintiff and the Class from

1 learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class
2 with lawful meal and rest periods, as employees were not provided with the opportunity to take
3 timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

4 **THE PARTIES**

5 **A. The Plaintiff**

6 4. Plaintiff BABATUNDE ADESANYA has resided in California and during the time
7 period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee
8 within the State of California.

9 **B. The Defendants**

10 5. Defendant SAN JOAQUIN COMMUNITY HOSPITAL dba ADVENTIST
11 HEALTH BAKERSFIELD, is a California nonprofit corporation with its principle executive
12 offices in Bakersfield, California and has been listed as the employer on Plaintiff's paystubs
13 during the relevant time period. SAN JOAQUIN COMMUNITY HOSPITAL dba ADVENTIST
14 HEALTH BAKERSFIELD lists a California address in Bakersfield, California with the California
15 Secretary of State, and employs Plaintiff and the Class members at Defendants' offices and
16 facilities in Bakersfield, California, and throughout California and conducts business throughout
17 California.

18 6. Defendant ADVENTIST HEALTH is an entity of unknown form with its principle
19 executive offices in Bakersfield, California and has been listed as the employer on Plaintiff's
20 paystubs during the relevant time period. ADVENTIST HEALTH does not list a California
21 address with the California Secretary of State, but upon information and belief, employs Plaintiff
22 and the Class members at Defendants' offices and facilities in Bakersfield, California, and
23 throughout California and conducts business throughout California.

24 7. The true names and capacities, whether individual, corporate, associate, or
25 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
26 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
27 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
28 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in

1 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
2 this Complaint to reflect the true names and capacities of the Defendants designated herein as
3 Does 1 through 50 when their identities become known.

4 8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
5 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
6 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
7 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
8 all respects as the employers or joint employers of Employees. Defendants, and each of them,
9 exercised control over the wages, hours or working conditions of Employees, or suffered or
10 permitted Employees to work, or engaged, thereby creating a common law employment
11 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
12 employed Employees.

13 **JURISDICTION AND VENUE**

14 9. This Court has jurisdiction over this Action pursuant to California Code of Civil
15 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
16 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
17 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
18 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
19 obligations and liabilities giving rise to this lawsuit occurred at least in part in Kern County and
20 Defendants maintain and operate company offices and facilities in Kern County and employ
21 Plaintiff and other Class members in Kern County and throughout California.

22 **FACTUAL BACKGROUND**

23 10. The Employees who comprise the Class and Collective, including Plaintiff, are
24 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
25 Employees who work in nonexempt positions at the direction of Defendants in the State of
26 California. Plaintiff and the Class members were either not paid by Defendants for all hours
27 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
28 Plaintiff and Employees were not paid for the time that they worked “pre-shift” without

1 compensation by helping patients, undergoing COVID-19 temperature checks and filing out
2 questionnaires, and donning protective gear, including a mask, gloves, and a gown. Plaintiff and
3 Employees also worked off-the-clock without compensation by getting a COVID-19 nasal swab
4 test once a month, getting COVID-19 vaccinations, and completing required trainings, including
5 orientation and video trainings. Plaintiff also contends that Defendants failed to pay Plaintiff, and
6 the Class members all wages due and owing, failed to provide meal and rest breaks, and failed to
7 furnish accurate wage statements, all in violation of various provisions of the California Labor
8 Code and applicable Wage Orders.

9 11. During the course of Plaintiff and the Class members' employment with
10 Defendants, they were not paid all wages they were owed, including for all work performed and
11 for all overtime hours worked and were forced to work during their meal and rest breaks.

12 12. As a matter of uniform Company policy, Plaintiff and the Class members were
13 required to work during their meal and rest breaks which were not compensated by Defendants in
14 violation of the California Labor Code. Plaintiff and the Class members were also not paid
15 regular wages and overtime for the time they were required to comply with other requirements
16 imposed upon them, which they had to complete while working through their meal and rest
17 breaks and without compensation. As a result, Plaintiff and the Class members worked shifts over
18 eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the
19 appropriate overtime rate for all such hours, including by being required to perform work duties
20 and tasks without pay and while off-the-clock. As a result, Plaintiff and the Class members
21 worked substantial overtime hours during their employment with Defendants for which they were
22 not compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

23 13. As a result of the above described daily work demands and pressures to work
24 through breaks, and the other wage violations they endured at Defendants' hands, Plaintiff and the
25 Class members were not properly paid for all wages earned and for all wages owed to them by
26 Defendants, including when working more than eight (8) hours in any given day and/or more than
27 forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices,
28 Plaintiff and Class members incurred overtime hours worked for which they were not adequately

1 and completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and
2 the Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
3 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
4 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
5 Labor Code, applicable IWC Wage Orders.

6 14. Therefore, from at least four (4) years prior to the filing of this lawsuit and
7 continuing to the present, Defendants had a consistent policy or practice of failing to pay
8 Employees for all hours worked and failing to pay minimum wage for all time worked as required
9 by California Law.

10 15. Additionally from at least four (4) years prior to the filing of this lawsuit and
11 continuing to the present, Defendants had a consistent policy or practice of failing to pay
12 Employees overtime compensation at premium overtime rates for all hours worked in excess of
13 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
14 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
15 sections of IWC Wage Orders.

16 16. Additionally from at least four (4) years prior to the filing of this lawsuit and
17 continuing to the present, Defendants have regularly required Employees to work shifts in excess
18 of five (5) hours without providing them with timely meal periods of not less than thirty (30)
19 minutes and shifts in excess of ten (10) hours without providing them with second meal periods of
20 not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one hour of
21 wages at each Employee’s effective regular rate of pay, for each meal period that Defendants
22 failed to provide or deficiently provided.

23 17. From at least four (4) years prior to the filing of this lawsuit and continuing to the
24 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
25 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
26 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
27 provided or were deficiently provided at one hour of wages at each Employee’s effective regular
28 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

1 18. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
2 continuing to the present, Defendants have consistently failed to provide Employees with timely,
3 accurate, and itemized wage statements as required by California wage-and-hour laws.
4 Specifically, the wage statements given to Employees by Defendants failed to accurately account
5 for wages, overtime, and premium pay for deficient meal periods and rest breaks all of which
6 Defendants knew or reasonably should have known were owed to Employees, as alleged
7 hereinabove. The wage statements provided to Employees were confusing and required
8 Employees to engage in discovery and refer to outside sources to verify whether their pay was
9 correct, potentially resulting in a miscalculation by the Employees.

10 19. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
11 continuing to the present, Defendants have consistently failed to provide Employees with timely,
12 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

13 20. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
14 continuing to the present, Defendants have consistently failed to keep accurate time and wage
15 records as required by California wage-and-hour laws.

16 21. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
17 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
18 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
19 required by California wage-and-hour laws.

20 22. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
21 Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
22 1185, 1194, 1194.2 1197, and 1199.

23 23. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
24 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
25 enjoyed from their violations of Labor Code.

26 **CLASS ALLEGATIONS**

27 24. Plaintiff brings this class action on behalf of himself and all others similarly
28 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as

1 follows: all individuals employed by Defendants within the State of California at any time within
2 four (4) years of the filing of this lawsuit.

3 25. Further, Plaintiff seeks to represent the following Subclasses composed of and
4 defined as follows:

5 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
6 compensated for all hours worked for Defendants at the applicable minimum wage.

7 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
8 compensated for all hours worked for Defendants at the required rates of pay, including for all
9 hours worked in excess of eight in a day and/or forty in a week.

10 e. Subclass 3. Meal Period Subclass. All Class members who were subject to
11 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
12 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

13 f. Subclass 4. Rest Break Subclass. All Class members who were subject to
14 Defendants' policy and/or practice of failing to authorize and permit Employees to take
15 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
16 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

17 g. Subclass 5. Payroll Records Subclass. All Class members who were subject to
18 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
19 by California wage-and-hour laws.

20 h. Subclass 6. Wage Statement Subclass. All Class members who, within the
21 applicable limitations period, were not provided with accurate itemized wage statements.

22 i. Subclass 7. Termination Pay Subclass. All Class members who, within the
23 applicable limitations period, either voluntarily or involuntarily separated from their employment
24 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
25 termination.

26 j. Subclass 8. UCL Subclass. All Class members who are owed restitution as a
27 result of Defendants' business acts and practices, to the extent such acts and practices are found to
28 be unlawful, deceptive, and/or unfair.

1 26. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
2 modify the class description with greater particularity or further division into subclasses or
3 limitation to particular issues.

4 27. This action has been brought and may properly be maintained as a class action
5 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
6 of interest in litigation and proposed class is easily ascertainable.

7 **A. Numerosity**

8 28. The potential members of the class as defined are so numerous that joinder of all
9 the member of the class is impracticable. While the precise number of class members has not been
10 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
11 time period relevant to this lawsuit, employed more than 100 individuals within the State of
12 California.

13 29. Accounting for employee turnover during the relevant time period increases this
14 number substantially. Plaintiff alleges that Defendants' employment records will provide
15 information as to the number and location of all class members.

16 **B. Commonality**

17 30. There are questions of law and fact common to the class that predominate over any
18 questions affecting only individual class members. These common questions of law and fact
19 include:

- 20 a. Whether Defendants failed to pay Employees minimum wages;
21 b. Whether Defendants failed to pay Employees wages for all hours worked;
22 c. Whether Defendants failed to pay Employees overtime as required under Labor
23 Code § 510;
24 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
25 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
26 premium pay in lieu thereof;
27 e. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
28 Orders, by failing to provide Employees with requisite rest breaks or premium pay

1 in lieu thereof;

2 f. Whether Defendants violated Labor Code § 226(a);

3 g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;

4 h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
5 wages and compensation due and owing at the time of termination of employment;

6 i. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

7 j. Whether Employees are entitled to equitable relief pursuant to Business and
8 Professions Code § 17200 *et seq.*

9 **C. Typicality**

10 31. The claims of the named plaintiff are typical of those of the other Employees.

11 Employees all sustained injuries and damages arising out of and caused by Defendants' common
12 course of conduct in violation of statutes, as well as regulations that have the force and effect of
13 law, as alleged herein.

14 **D. Adequacy of Representation**

15 32. Plaintiff will fairly and adequately represent and protect the interest of Employees.

16 Counsel who represents Employees are experienced and competent in litigating employment class
17 actions.

18 **E. Superiority of Class Action**

19 33. A class action is superior to other available means for the fair and efficient

20 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
21 questions of law and fact common to all Employees predominate over any questions affecting only
22 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
23 Defendants' illegal policies or practices of failing to compensate Employees properly.

24 34. Class action treatment will allow those persons similarly situated to litigate their
25 claims in the manner that is most efficient and economical for the parties and the judicial system.

26 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

27 ///

28 ///

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

35. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

36. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with working during meal breaks and working “pre-shift” by helping patients, undergoing COVID-19 temperature checks and filing out questionnaires, and donning protective gear, including a mask, gloves, and a gown. Plaintiff and Employees also worked off-the-clock without compensation by getting a COVID-19 nasal swab test once a month, getting COVID-19 vaccinations, and completing required trainings, including orientation and video trainings.. Additionally, Defendants had a consistent policy of failing to pay Employees for hours worked during alleged meal periods for which Employees were consistently denied, as also addressed herein. Defendants thus regularly failed to pay minimum wages to Plaintiff and Class members. Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for all hours worked. Defendants’ uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

37. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states:

The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

38. The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are therefore entitled to double the minimum wage during the relevant period.

1 39. The minimum wage provisions of California Labor Code are enforceable by private
2 civil action pursuant to California Labor Code § 1194(a) which states:

3 Notwithstanding any agreement to work for a lesser wage, any
4 employee receiving less than the legal minimum wage or the legal
5 overtime compensation applicable to the employee is entitled to
6 recover in a civil action the unpaid balance of the full amount of
7 this minimum wage or overtime compensation, including interest
8 thereon, reasonable attorney's fees and costs of suit.

9 40. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
10 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

11 41. California Labor Code § 1194.2 also provides for the following remedies:

12 In any action under Section 1194 . . . to recover wages because of
13 the payment of a wage less than the minimum wages fixed by an
14 order of the commission, an employee shall be entitled to recover
15 liquidated damages in an amount equal to the wages unlawfully
16 unpaid and interest thereon.

17 42. Defendants have the ability to pay minimum wages for all time worked and have
18 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
19 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

20 43. Wherefore, Employees are entitled to recover the unpaid minimum wages
21 (including double minimum wages), liquidated damages in an amount equal to the minimum
22 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
23 to California Labor Code § 1194(a).

24 **SECOND CAUSE OF ACTION**

25 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

26 **(Against All Defendants)**

27 44. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
28 full herein.

 45. By their conduct, as set forth herein, Defendants violated California Labor Code §
510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
(a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked

1 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
2 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
3 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
4 paying Employees wages for all hours worked including time off the clock working “pre-shift”
5 by undergoing COVID-19 temperature checks and filing out questionnaires, and donning
6 protective gear, including a mask, gloves, and a gown, without compensation. Moreover, Plaintiff
7 and Employees also worked off-the-clock without compensation by getting a COVID-19 nasal
8 swab test once a month, getting COVID-19 vaccinations, and completing required trainings,
9 including orientation and video trainings. Employees regularly worked over 8 hours on a given
10 day without receiving overtime compensation.

11 46. Defendants’ failure to pay compensation in a timely fashion also constituted a
12 violation of California Labor Code § 204, which requires that all wages shall be paid
13 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
14 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
15 and overtime compensation earned by Employees. Each such failure to make a timely payment of
16 compensation to Employees constitutes a separate violation of California Labor Code § 204.

17 47. Employees have been damaged by these violations of California Labor Code §§
18 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

19 48. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
20 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
21 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
22 reasonable attorneys’ fees and costs.

23 **THIRD CAUSE OF ACTION**

24 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

25 **(Against All Defendants)**

26 49. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.

28 50. Employees regularly worked shifts greater than five (5) hours and greater than ten

1 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
2 more than five (5) hours without providing him or her with a meal period of not less than thirty
3 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
4 meal period of not less than thirty (30) minutes.

5 51. Defendants failed to provide Employees with meal periods as required under the
6 Labor Code. Employees were consistently required to take meal periods after working well
7 beyond the five (5) hour shifts. Furthermore, Employees were regularly required to work for more
8 than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal
9 period as required by law.

10 52. Moreover, Defendants failed to compensate Employees for each meal period not
11 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
12 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
13 employee a meal period in accordance with this section, the employer shall pay the employee one
14 hour of pay at the employee's regular rate of compensation for each workday that the meal period
15 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
16 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
17 and 20 of the applicable IWC Wage Order.

18 53. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
19 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
20 period not provided or deficiently provided, a sum to be proven at trial.

21 **FOURTH CAUSE OF ACTION**

22 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

23 **(Against All Defendants)**

24 54. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
25 full herein.

26 55. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
27 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
28 not less than ten (10) minutes for each consecutive four (4) hour shift.

1 56. Defendants failed to provide Employees with timely, off-duty rest breaks of not
2 less than ten (10) minutes for each consecutive four (4) hour shift.

3 57. Moreover, Defendants failed to compensate Employees for each rest period not
4 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
5 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
6 accordance with this section, the employer shall pay the employee one hour of pay at the
7 employee's regular rate of compensation for each workday that the rest period is not provided.
8 Defendants failed to compensate the Employees in the Class for each rest period not provided or
9 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
10 Order.

11 58. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
12 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
13 worked without the required rest breaks, a sum to be proven at trial.

14 **FIFTH CAUSE OF ACTION**
15 **VIOLATION OF LABOR CODE § 226(a)**
16 **(Against All Defendants)**

17 59. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
18 full herein.

19 60. California Labor Code § 226(a) requires an employer to furnish each of his or her
20 employees with an accurate, itemized statement in writing showing the gross and net earnings,
21 total hours worked, and the corresponding number of hours worked at each hourly rate; these
22 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
23 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
24 statements may be given to the employee separately from the payment of wages; in either case the
25 employer must give the employee these statements twice a month or each time wages are paid.

26 61. Defendants failed to provide Employees with accurate itemized wage statements in
27 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
28 Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal

1 periods and rest breaks, all of which Defendants knew or reasonably should have known were
2 owed to Employees, as alleged hereinabove. The wage statements provided to Employees were
3 confusing and required Employees to engage in discovery and refer to outside sources to verify
4 whether their pay was correct, potentially resulting in a miscalculation by the Employees.

5 62. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
6 Employees suffered injuries, including among other things confusion over whether they received
7 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
8 forcing them to make mathematical computations to analyze whether the wages paid in fact
9 compensated them correctly for all hours worked.

10 63. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
11 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
12 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
13 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
14 award of costs and reasonable attorneys' fees.

15 64. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
16 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
17 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
18 employee for each pay period.

19 65. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
20 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
21 shown according to proof.

22 **SIXTH CAUSE OF ACTION**

23 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**

24 **AND 1174.5**

25 **(Against All Defendants)**

26 66. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.

28 67. California Labor Code § 1174 requires that all employers shall keep accurate time

1 and wage records for all employees. California Labor Code § 1174.5 further requires that any
2 employee suffering injury due to a willful violation of the aforementioned obligations may seek
3 damages, including civil penalties, from the employer.

4 68. During the course of Plaintiff's and Employees' employment, Defendants
5 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
6 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
7 overtime, and premium pay as discussed above.

8 69. Accordingly, Defendants are liable for civil penalties pursuant to the California
9 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

10 **SEVENTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE § 203**
12 **(Against All Defendants)**

13 70. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 71. Numerous Employees are no longer employed by Defendants; they either quit
16 Defendants' employ or were fired therefrom.

17 72. Defendants failed to pay these Employees all wages due and certain at the time of
18 termination or within seventy-two (72) hours of resignation.

19 73. The wages withheld from these Employees by Defendants remained due and owing
20 for more than thirty (30) days from the date of separation of employment.

21 74. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
22 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
23 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
24 to thirty (30) days from the date they were due.

25 **EIGHTH CAUSE OF ACTION**
26 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***
27 **(Against All Defendants)**

28 75. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

2 76. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim
3 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
4 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
5 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
6 meaning of Code of Civil Procedure § 1021.5.

7 77. Plaintiff is a “person” within the meaning of Business & Professions Code
8 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
9 relief, restitution, and other appropriate equitable relief.

10 78. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
11 business practices.

12 79. Wage-and-hour laws express fundamental public policies. Paying employees their
13 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
14 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
15 to enforce minimum labor standards, to ensure that employees are not required or permitted to
16 work under substandard and unlawful conditions, and to protect law-abiding employers and their
17 employees from competitors who lower costs to themselves by failing to comply with minimum
18 labor standards.

19 80. Defendants have violated statutes and public policies. Through the conduct alleged
20 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
21 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
22 violation of Business & Professions Code § 17200 *et seq.* Defendants’ conduct has deprived
23 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
24 privileges guaranteed to all employees under the law.

25 81. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in
26 violation of the Business & Professions Code § 17200 *et seq.*

27 82. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
28 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable

1 care should have known that their conduct was unlawful; therefore their conduct violates the
2 Business & Professions Code § 17200 *et seq.*

3 83. As a proximate result of the above-mentioned acts of Defendants, Employees have
4 been damaged, in a sum to be proven at trial.

5 84. Unless restrained by this Court, Defendants will continue to engage in such
6 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
7 should make such orders or judgments, including the appointment of a receiver, as may be
8 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
9 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
10 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
11 have unlawfully failed to pay.

12 **RELIEF REQUESTED**

13 WHEREFORE, Plaintiff prays for the following relief:

- 14 1. For an order certifying this action as a class action;
- 15 2. For compensatory damages in the amount of the unpaid minimum wages for work
16 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
17 the filing of this action, as may be proven;
- 18 3. For liquidated damages in the amount equal to the unpaid minimum wage and
19 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 20 4. For compensatory damages in the amount of the hourly wage made by Employees
21 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
22 years prior to the filing of this action, as may be proven;
- 23 5. For compensatory damages in the amount of the hourly wage made by Employees
24 for each day requisite rest breaks were not provided or were deficiently provided and where no
25 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
26 be proven;
- 27 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 28 7. For penalties pursuant to Labor Code § 226.3, as may be proven;

1 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
2 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

3 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;

4 10. For restitution for unfair competition pursuant to Business & Professions Code
5 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

6 11. For an order enjoining Defendants and their agents, servants, and employees, and
7 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
8 duties adumbrated in this Complaint;

9 12. For all general, special, and incidental damages as may be proven;

10 13. For an award of pre-judgment and post-judgment interest;

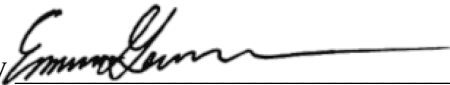
11 14. For an award providing for the payment of the costs of this suit;

12 15. For an award of attorneys' fees; and

13 16. For such other and further relief as this Court may deem proper and just.

14
15 DATED: August 15, 2024

D.LAW, INC.

16
17 By 

18 David Yeremian
19 Roman Shkodnik
20 Emma Geesaman
21 Attorneys for Plaintiff
22 BABATUNDE ADESANYA
23 and the putative class
24
25
26
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28

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: August 15, 2024

D.LAW, INC.

By 

David Yeremian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
BABATUNDE ADESANYA
and the putative class

EXHIBIT 2

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Attorneys for Plaintiff BABATUNDE ADESANYA,
on behalf of himself and others similarly situated

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

BABATUNDE ADESANYA, on behalf of
himself and others similarly situated,

Plaintiff,

vs.

SAN JOAQUIN COMMUNITY HOSPITAL,
dba ADVENTIST HEALTH BAKERSFIELD,
a California nonprofit corporation;
ADVENTIST HEALTH, an entity of unknown
form; and DOES 1 through 50, inclusive,

Defendants.

Case No. BCV-24-102762

CLASS ACTION

Assigned for All Purposes To:

Hon. Thomas S. Clark

Dept.: 17

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226(a);
6. Failure to Keep Required Payroll; Records Under Labor Code §§ 1174 and 1174.5;
7. Penalties Pursuant to Labor Code § 203;
8. Violation of Business & Professions Code § 17200 *et seq.*; and
9. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff BABATUNDE ADESANYA, (hereinafter “Plaintiff”) on behalf of himself and
2 all others similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants SAN JOAQUIN
8 COMMUNITY HOSPITAL dba ADVENTIST HEALTH BAKERSFIELD, a California non-
9 profit corporation; ADVENTIST HEALTH, an entity of unknown form; and DOES 1 through 50
10 (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
11 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
12 orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code,
13 and seeks redress therefore.

14 2. Plaintiff is a resident of California and during the time period relevant to this
15 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
16 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
17 worked for Defendants in Kern County, and in other nonexempt positions, throughout California
18 and, and consistently worked at Defendants’ behest without being paid all wages due. More
19 specifically, Plaintiff and the other similarly situated Class members were employed by
20 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
21 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
22 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
23 subjected to the same policies and practices, and (3) endured similar violations at the hands of
24 Defendants as the other Employee Class members who served in similar and related positions.

25 3. Defendants required Plaintiff and the Employees in the Class to perform work
26 while remaining under Defendants’ control before and after being on the clock for their daily work
27 shift. Defendants thus failed to pay Plaintiff and the Class members for all hours worked and
28 provided them with inaccurate wage statements that prevented Plaintiff and the Class from

1 learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class
2 with lawful meal and rest periods, as employees were not provided with the opportunity to take
3 timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

4 **THE PARTIES**

5 **A. The Plaintiff**

6 4. Plaintiff BABATUNDE ADESANYA has resided in California and during the time
7 period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee
8 within the State of California.

9 **B. The Defendants**

10 5. Defendant SAN JOAQUIN COMMUNITY HOSPITAL dba ADVENTIST
11 HEALTH BAKERSFIELD, is a California nonprofit corporation with its principle executive
12 offices in Bakersfield, California and has been listed as the employer on Plaintiff's paystubs
13 during the relevant time period. SAN JOAQUIN COMMUNITY HOSPITAL dba ADVENTIST
14 HEALTH BAKERSFIELD lists a California address in Bakersfield, California with the California
15 Secretary of State, and employs Plaintiff and the Class members at Defendants' offices and
16 facilities in Bakersfield, California, and throughout California and conducts business throughout
17 California.

18 6. Defendant ADVENTIST HEALTH is an entity of unknown form with its principle
19 executive offices in Bakersfield, California and has been listed as the employer on Plaintiff's
20 paystubs during the relevant time period. ADVENTIST HEALTH does not list a California
21 address with the California Secretary of State, but upon information and belief, employs Plaintiff
22 and the Class members at Defendants' offices and facilities in Bakersfield, California, and
23 throughout California and conducts business throughout California.

24 7. The true names and capacities, whether individual, corporate, associate, or
25 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
26 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
27 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
28 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in

1 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
2 this Complaint to reflect the true names and capacities of the Defendants designated herein as
3 Does 1 through 50 when their identities become known.

4 8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
5 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
6 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
7 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
8 all respects as the employers or joint employers of Employees. Defendants, and each of them,
9 exercised control over the wages, hours or working conditions of Employees, or suffered or
10 permitted Employees to work, or engaged, thereby creating a common law employment
11 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
12 employed Employees.

13 **JURISDICTION AND VENUE**

14 9. This Court has jurisdiction over this Action pursuant to California Code of Civil
15 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
16 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
17 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
18 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
19 obligations and liabilities giving rise to this lawsuit occurred at least in part in Kern County and
20 Defendants maintain and operate company offices and facilities in Kern County and employ
21 Plaintiff and other Class members in Kern County and throughout California.

22 **FACTUAL BACKGROUND**

23 10. The Employees who comprise the Class and Collective, including Plaintiff, are
24 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
25 Employees who work in nonexempt positions at the direction of Defendants in the State of
26 California. Plaintiff and the Class members were either not paid by Defendants for all hours
27 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
28 Plaintiff and Employees were not paid for the time that they worked “pre-shift” without

1 compensation by helping patients, undergoing COVID-19 temperature checks and filing out
2 questionnaires, and donning protective gear, including a mask, gloves, and a gown. Plaintiff and
3 Employees also worked off-the-clock without compensation by getting a COVID-19 nasal swab
4 test once a month, getting COVID-19 vaccinations, and completing required trainings, including
5 orientation and video trainings. Plaintiff also contends that Defendants failed to pay Plaintiff, and
6 the Class members all wages due and owing, failed to provide meal and rest breaks, and failed to
7 furnish accurate wage statements, all in violation of various provisions of the California Labor
8 Code and applicable Wage Orders.

9 11. During the course of Plaintiff and the Class members' employment with
10 Defendants, they were not paid all wages they were owed, including for all work performed and
11 for all overtime hours worked and were forced to work during their meal and rest breaks.

12 12. As a matter of uniform Company policy, Plaintiff and the Class members were
13 required to work during their meal and rest breaks which were not compensated by Defendants in
14 violation of the California Labor Code. Plaintiff and the Class members were also not paid
15 regular wages and overtime for the time they were required to comply with other requirements
16 imposed upon them, which they had to complete while working through their meal and rest
17 breaks and without compensation. As a result, Plaintiff and the Class members worked shifts over
18 eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the
19 appropriate overtime rate for all such hours, including by being required to perform work duties
20 and tasks without pay and while off-the-clock. As a result, Plaintiff and the Class members
21 worked substantial overtime hours during their employment with Defendants for which they were
22 not compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

23 13. As a result of the above described daily work demands and pressures to work
24 through breaks, and the other wage violations they endured at Defendants' hands, Plaintiff and the
25 Class members were not properly paid for all wages earned and for all wages owed to them by
26 Defendants, including when working more than eight (8) hours in any given day and/or more than
27 forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices,
28 Plaintiff and Class members incurred overtime hours worked for which they were not adequately

1 and completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and
2 the Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
3 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
4 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
5 Labor Code, applicable IWC Wage Orders.

6 14. Therefore, from at least four (4) years prior to the filing of this lawsuit and
7 continuing to the present, Defendants had a consistent policy or practice of failing to pay
8 Employees for all hours worked and failing to pay minimum wage for all time worked as required
9 by California Law.

10 15. Additionally from at least four (4) years prior to the filing of this lawsuit and
11 continuing to the present, Defendants had a consistent policy or practice of failing to pay
12 Employees overtime compensation at premium overtime rates for all hours worked in excess of
13 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
14 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
15 sections of IWC Wage Orders.

16 16. Additionally from at least four (4) years prior to the filing of this lawsuit and
17 continuing to the present, Defendants have regularly required Employees to work shifts in excess
18 of five (5) hours without providing them with timely meal periods of not less than thirty (30)
19 minutes and shifts in excess of ten (10) hours without providing them with second meal periods of
20 not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one hour of
21 wages at each Employee’s effective regular rate of pay, for each meal period that Defendants
22 failed to provide or deficiently provided.

23 17. From at least four (4) years prior to the filing of this lawsuit and continuing to the
24 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
25 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
26 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
27 provided or were deficiently provided at one hour of wages at each Employee’s effective regular
28 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

1 18. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
2 continuing to the present, Defendants have consistently failed to provide Employees with timely,
3 accurate, and itemized wage statements as required by California wage-and-hour laws.
4 Specifically, the wage statements given to Employees by Defendants failed to accurately account
5 for wages, overtime, and premium pay for deficient meal periods and rest breaks all of which
6 Defendants knew or reasonably should have known were owed to Employees, as alleged
7 hereinabove. The wage statements provided to Employees were confusing and required
8 Employees to engage in discovery and refer to outside sources to verify whether their pay was
9 correct, potentially resulting in a miscalculation by the Employees.

10 19. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
11 continuing to the present, Defendants have consistently failed to provide Employees with timely,
12 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

13 20. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
14 continuing to the present, Defendants have consistently failed to keep accurate time and wage
15 records as required by California wage-and-hour laws.

16 21. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
17 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
18 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
19 required by California wage-and-hour laws.

20 22. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
21 Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
22 1185, 1194, 1194.2 1197, 1198, 1199, 2698, and 2699, *et seq.*

23 23. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
24 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
25 enjoyed from their violations of Labor Code.

26 **CLASS ALLEGATIONS**

27 24. Plaintiff brings this class action on behalf of himself and all others similarly
28 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as

1 follows: all individuals employed by Defendants within the State of California at any time within
2 four (4) years of the filing of this lawsuit.

3 25. Further, Plaintiff seeks to represent the following Subclasses composed of and
4 defined as follows:

5 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
6 compensated for all hours worked for Defendants at the applicable minimum wage.

7 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
8 compensated for all hours worked for Defendants at the required rates of pay, including for all
9 hours worked in excess of eight in a day and/or forty in a week.

10 e. Subclass 3. Meal Period Subclass. All Class members who were subject to
11 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
12 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

13 f. Subclass 4. Rest Break Subclass. All Class members who were subject to
14 Defendants' policy and/or practice of failing to authorize and permit Employees to take
15 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
16 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

17 g. Subclass 5. Payroll Records Subclass. All Class members who were subject to
18 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
19 by California wage-and-hour laws.

20 h. Subclass 6. Wage Statement Subclass. All Class members who, within the
21 applicable limitations period, were not provided with accurate itemized wage statements.

22 i. Subclass 7. Termination Pay Subclass. All Class members who, within the
23 applicable limitations period, either voluntarily or involuntarily separated from their employment
24 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
25 termination.

26 j. Subclass 8. UCL Subclass. All Class members who are owed restitution as a
27 result of Defendants' business acts and practices, to the extent such acts and practices are found to
28 be unlawful, deceptive, and/or unfair.

1 26. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
2 modify the class description with greater particularity or further division into subclasses or
3 limitation to particular issues.

4 27. This action has been brought and may properly be maintained as a class action
5 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
6 of interest in litigation and proposed class is easily ascertainable.

7 **A. Numerosity**

8 28. The potential members of the class as defined are so numerous that joinder of all
9 the member of the class is impracticable. While the precise number of class members has not been
10 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
11 time period relevant to this lawsuit, employed more than 100 individuals within the State of
12 California.

13 29. Accounting for employee turnover during the relevant time period increases this
14 number substantially. Plaintiff alleges that Defendants' employment records will provide
15 information as to the number and location of all class members.

16 **B. Commonality**

17 30. There are questions of law and fact common to the class that predominate over any
18 questions affecting only individual class members. These common questions of law and fact
19 include:

- 20 a. Whether Defendants failed to pay Employees minimum wages;
21 b. Whether Defendants failed to pay Employees wages for all hours worked;
22 c. Whether Defendants failed to pay Employees overtime as required under Labor
23 Code § 510;
24 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
25 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
26 premium pay in lieu thereof;
27 e. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
28 Orders, by failing to provide Employees with requisite rest breaks or premium pay

in lieu thereof;

f. Whether Defendants violated Labor Code § 226(a);

g. Whether Defendants violated Labor Code §§ 1174 and 1174.5;

h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;

i. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;

j. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

k. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

31. The claims of the named plaintiff are typical of those of the other Employees.

Employees all sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

32. Plaintiff will fairly and adequately represent and protect the interest of Employees.

Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

33. A class action is superior to other available means for the fair and efficient

adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

34. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

///

FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

35. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

36. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with working during meal breaks and working “pre-shift” by helping patients, undergoing COVID-19 temperature checks and filing out questionnaires, and donning protective gear, including a mask, gloves, and a gown. Plaintiff and Employees also worked off-the-clock without compensation by getting a COVID-19 nasal swab test once a month, getting COVID-19 vaccinations, and completing required trainings, including orientation and video trainings.. Additionally, Defendants had a consistent policy of failing to pay Employees for hours worked during alleged meal periods for which Employees were consistently denied, as also addressed herein. Defendants thus regularly failed to pay minimum wages to Plaintiff and Class members. Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for all hours worked. Defendants’ uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay.

37. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states:

The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

38. The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are therefore entitled to double the minimum wage during the relevant period.

1 39. The minimum wage provisions of California Labor Code are enforceable by private
2 civil action pursuant to California Labor Code § 1194(a) which states:

3 Notwithstanding any agreement to work for a lesser wage, any
4 employee receiving less than the legal minimum wage or the legal
5 overtime compensation applicable to the employee is entitled to
6 recover in a civil action the unpaid balance of the full amount of
7 this minimum wage or overtime compensation, including interest
8 thereon, reasonable attorney's fees and costs of suit.

9 40. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
10 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

11 41. California Labor Code § 1194.2 also provides for the following remedies:

12 In any action under Section 1194 . . . to recover wages because of
13 the payment of a wage less than the minimum wages fixed by an
14 order of the commission, an employee shall be entitled to recover
15 liquidated damages in an amount equal to the wages unlawfully
16 unpaid and interest thereon.

17 42. Defendants have the ability to pay minimum wages for all time worked and have
18 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
19 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

20 43. Wherefore, Employees are entitled to recover the unpaid minimum wages
21 (including double minimum wages), liquidated damages in an amount equal to the minimum
22 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
23 to California Labor Code § 1194(a).

24 **SECOND CAUSE OF ACTION**

25 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

26 **(Against All Defendants)**

27 44. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
28 full herein.

 45. By their conduct, as set forth herein, Defendants violated California Labor Code §
510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
(a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked

1 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
2 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
3 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
4 paying Employees wages for all hours worked including time off the clock working “pre-shift”
5 by undergoing COVID-19 temperature checks and filing out questionnaires, and donning
6 protective gear, including a mask, gloves, and a gown, without compensation. Moreover, Plaintiff
7 and Employees also worked off-the-clock without compensation by getting a COVID-19 nasal
8 swab test once a month, getting COVID-19 vaccinations, and completing required trainings,
9 including orientation and video trainings. Employees regularly worked over 8 hours on a given
10 day without receiving overtime compensation.

11 46. Defendants’ failure to pay compensation in a timely fashion also constituted a
12 violation of California Labor Code § 204, which requires that all wages shall be paid
13 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
14 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
15 and overtime compensation earned by Employees. Each such failure to make a timely payment of
16 compensation to Employees constitutes a separate violation of California Labor Code § 204.

17 47. Employees have been damaged by these violations of California Labor Code §§
18 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

19 48. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
20 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
21 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
22 reasonable attorneys’ fees and costs.

23 **THIRD CAUSE OF ACTION**

24 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

25 **(Against All Defendants)**

26 49. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.

28 50. Employees regularly worked shifts greater than five (5) hours and greater than ten

(10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of more than five (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second meal period of not less than thirty (30) minutes.

51. Defendants failed to provide Employees with meal periods as required under the Labor Code. Employees were consistently required to take meal periods after working well beyond the five (5) hour shifts. Furthermore, Employees were regularly required to work for more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal period as required by law.

52. Moreover, Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. Defendants failed to compensate the Employees in the Class for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

53. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, a sum to be proven at trial.

FOURTH CAUSE OF ACTION

REST-BREAK LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

54. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

55. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift.

1 56. Defendants failed to provide Employees with timely, off-duty rest breaks of not
2 less than ten (10) minutes for each consecutive four (4) hour shift.

3 57. Moreover, Defendants failed to compensate Employees for each rest period not
4 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
5 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
6 accordance with this section, the employer shall pay the employee one hour of pay at the
7 employee's regular rate of compensation for each workday that the rest period is not provided.
8 Defendants failed to compensate the Employees in the Class for each rest period not provided or
9 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
10 Order.

11 58. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
12 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
13 worked without the required rest breaks, a sum to be proven at trial.

14 **FIFTH CAUSE OF ACTION**
15 **VIOLATION OF LABOR CODE § 226(a)**
16 **(Against All Defendants)**

17 59. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
18 full herein.

19 60. California Labor Code § 226(a) requires an employer to furnish each of his or her
20 employees with an accurate, itemized statement in writing showing the gross and net earnings,
21 total hours worked, and the corresponding number of hours worked at each hourly rate; these
22 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
23 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
24 statements may be given to the employee separately from the payment of wages; in either case the
25 employer must give the employee these statements twice a month or each time wages are paid.

26 61. Defendants failed to provide Employees with accurate itemized wage statements in
27 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
28 Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal

1 periods and rest breaks, all of which Defendants knew or reasonably should have known were
2 owed to Employees, as alleged hereinabove. The wage statements provided to Employees were
3 confusing and required Employees to engage in discovery and refer to outside sources to verify
4 whether their pay was correct, potentially resulting in a miscalculation by the Employees.

5 62. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
6 Employees suffered injuries, including among other things confusion over whether they received
7 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
8 forcing them to make mathematical computations to analyze whether the wages paid in fact
9 compensated them correctly for all hours worked.

10 63. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
11 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
12 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
13 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
14 award of costs and reasonable attorneys' fees.

15 64. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
16 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
17 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
18 employee for each pay period.

19 65. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
20 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
21 shown according to proof.

22 **SIXTH CAUSE OF ACTION**

23 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**

24 **AND 1174.5**

25 **(Against All Defendants)**

26 66. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.

28 67. California Labor Code § 1174 requires that all employers shall keep accurate time

1 and wage records for all employees. California Labor Code § 1174.5 further requires that any
2 employee suffering injury due to a willful violation of the aforementioned obligations may seek
3 damages, including civil penalties, from the employer.

4 68. During the course of Plaintiff's and Employees' employment, Defendants
5 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
6 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
7 overtime, and premium pay as discussed above.

8 69. Accordingly, Defendants are liable for civil penalties pursuant to the California
9 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

10 **SEVENTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE § 203**
12 **(Against All Defendants)**

13 70. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 71. Numerous Employees are no longer employed by Defendants; they either quit
16 Defendants' employ or were fired therefrom.

17 72. Defendants failed to pay these Employees all wages due and certain at the time of
18 termination or within seventy-two (72) hours of resignation.

19 73. The wages withheld from these Employees by Defendants remained due and owing
20 for more than thirty (30) days from the date of separation of employment.

21 74. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
22 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
23 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
24 to thirty (30) days from the date they were due.

25 **EIGHTH CAUSE OF ACTION**
26 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***
27 **(Against All Defendants)**

28 75. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

2 76. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim
3 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
4 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
5 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
6 meaning of Code of Civil Procedure § 1021.5.

7 77. Plaintiff is a “person” within the meaning of Business & Professions Code
8 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
9 relief, restitution, and other appropriate equitable relief.

10 78. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
11 business practices.

12 79. Wage-and-hour laws express fundamental public policies. Paying employees their
13 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
14 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
15 to enforce minimum labor standards, to ensure that employees are not required or permitted to
16 work under substandard and unlawful conditions, and to protect law-abiding employers and their
17 employees from competitors who lower costs to themselves by failing to comply with minimum
18 labor standards.

19 80. Defendants have violated statutes and public policies. Through the conduct alleged
20 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
21 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
22 violation of Business & Professions Code § 17200 *et seq.* Defendants’ conduct has deprived
23 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
24 privileges guaranteed to all employees under the law.

25 81. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in
26 violation of the Business & Professions Code § 17200 *et seq.*

27 82. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
28 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable

1 care should have known that their conduct was unlawful; therefore their conduct violates the
2 Business & Professions Code § 17200 *et seq.*

3 83. As a proximate result of the above-mentioned acts of Defendants, Employees have
4 been damaged, in a sum to be proven at trial.

5 84. Unless restrained by this Court, Defendants will continue to engage in such
6 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
7 should make such orders or judgments, including the appointment of a receiver, as may be
8 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
9 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
10 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
11 have unlawfully failed to pay.

12 **NINTH CAUSE OF ACTION**

13 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

14 **(Against All Defendants)**

15 85. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
16 full herein.

17 86. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
18 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
19 alleged violators, Defendants.

20 87. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
21 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
22 penalty provisions, without limitation, based on the following California Labor Code sections:
23 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185,
24 1194, 1194.2 1197, 1198, 1199, 2698, and 2699, *et seq.*

25 88. The penalties shall be allocated as follows: 65% to the Labor and Workforce
26 Development Agency (LWDA) and 35% to the affected employee.

27 89. Employees also seek any and all penalties and remedies set forth in Labor Code §
28 558, which states:

1 (a) Any employer or other person acting on behalf of an employer
2 who violates, or causes to be violated, a section of this chapter or any
3 provision regulating hours and days of work in any order of the Industrial
4 Welfare Commission shall be subject to a civil penalty as follows: (1) For
5 any initial violation, fifty dollars (\$50) for each underpaid employee for
6 each pay period for which the employee was underpaid in addition to an
7 amount sufficient to recover underpaid wages. (2) For each subsequent
8 violation, one hundred dollars (\$100) for each underpaid employee for
9 each pay period for which the employee was underpaid in addition to an
10 amount sufficient to recover underpaid wages. (3) Wages recovered
11 pursuant to this section shall be paid to the affected employee.

12 (b) If upon inspection or investigation the Labor Commissioner
13 determines that a person had paid or caused to be paid a wage for overtime
14 work in violation of any provision of this chapter, or any provision
15 regulating hours and days of work in any order of the Industrial Welfare
16 Commission, the Labor Commissioner may issue a citation. The
17 procedures for issuing, contesting, and enforcing judgments for citations
18 or civil penalties issued by the Labor Commissioner for a violation of this
19 chapter shall be the same as those set out in Section 1197.1.

20 (c) The civil penalties provided for in this section are in addition to
21 any other civil or criminal penalty provided by law.

22 90. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
23 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
24 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
25 for each violation in a subsequent citation, for which the employer fails to provide the employee a
26 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
27 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

28 91. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
LWDA and Defendants postmarked on August 16, 2024. The LWDA has not provided notice of
its intent to investigate the alleged violations within 65 calendar days of the postmark date of the
letters.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work

1 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
2 the filing of this action, as may be proven;

3 3. For liquidated damages in the amount equal to the unpaid minimum wage and
4 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;

5 4. For compensatory damages in the amount of the hourly wage made by Employees
6 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
7 years prior to the filing of this action, as may be proven;

8 5. For compensatory damages in the amount of the hourly wage made by Employees
9 for each day requisite rest breaks were not provided or were deficiently provided and where no
10 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
11 be proven;

12 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

13 7. For penalties pursuant to Labor Code § 226.3, as may be proven;

14 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
15 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

16 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;

17 10. For restitution for unfair competition pursuant to Business & Professions Code
18 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

19 11. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

20 12. For an order enjoining Defendants and their agents, servants, and employees, and
21 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
22 duties adumbrated in this Complaint;

23 13. For all general, special, and incidental damages as may be proven;

24 14. For an award of pre-judgment and post-judgment interest;

25 15. For an award providing for the payment of the costs of this suit;

26 16. For an award of attorneys' fees; and

27 17. For such other and further relief as this Court may deem proper and just.

28 ///

1 DATED: November 4, 2024

D.LAW, INC.

2
3 By 
4 David Yeremian
5 Roman Shkodnik
6 Mason Doidge
7 Attorneys for Plaintiff
8 BABATUNDE ADESANYA
9 and the putative class
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: November 4, 2024

D.LAW, INC.

By



David Yerehman
Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff
BABATUNDE ADESANYA
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 805, Glendale, CA 91203.

FIRST AMENDED CLASS ACTION COMPLAINT

Daniel Whang
dwhang@seyfarth.com
SEYFARTH HAW LLP
 2029 Century Park East, Suite 3500
 Los Angeles, California 90067

*Attorneys for Defendant **SAN JOAQUIN COMMUNITY HOSPITAL, dba
ADVENTIST HEALTH BAKERSFIELD***

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or Natalia Bermudes
Natalia Bermudes

EXHIBIT 3

Adesanya v. San Joaquin Community Hospital

Litigation Costs

Date	Details	Provider	Amount
8/15/24	PAGA Letter	LWDA	\$ 75.00
8/15/24	PAGA Letter Postage	USPS	\$ 31.02
8/30/24	Partially Accepted Summons & Complaint	Rapid Legal	\$ 1,493.24
8/30/24	Summons	Rapid Legal	\$ 15.19
9/6/24	Process of Service - San Joaquin Community Hospital	Rapid Legal	\$ 82.40
9/9/24	Process of Service - Adventist Health	Rapid Legal	\$ 123.60
9/13/24	POS of Summons - Adventist Health	Rapid Legal	\$ 15.19
9/17/24	Notice of Change of Address	Rapid Legal	\$ 15.19
9/18/24	POS of Summons - San Joaquin Community Hospital	Rapid Legal	\$ 15.19
10/21/24	Rejected First Amended Complaint	Rapid Legal	\$ 11.33
11/1/24	Joint Stipulation & Proposed Order for Leave to File First Amended Complaint	Rapid Legal	\$ 35.79
11/5/24	First Amended Complaint	Rapid Legal	\$ 15.19
1/28/25	Declaration of Roman Shkodnik In Support of Dismissal	Rapid Legal	\$ 15.19
4/8/25	Mediation	M Resolution	\$ 7,000.00
5/5/25	Case Management Statement (5.21.25)	Rapid Legal	\$ 15.19
9/19/25	Mediation Expert Analysis	Berger Consulting Group	\$ 2,470.00
2/4/26	Stipulation & Proposed Order for Leave to File Second Amended Complaint	Rapid Legal	\$ 35.79
2/12/26	Second Amended Complaint	Rapid Legal	\$ 15.19

Total \$ 11,479.69