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on behalf of herself and others similarly situated

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

LAURA ARRIAGA-BENSON, on behalf of
herself and others similarly situated,

Plaintiff,

vs.

ST. HELENA HOSPITAL, a California
nonprofit corporation; ADVENTIST
HEALTH, an entity of unknown form; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 24CV001807

CLASS ACTION

Assigned for All Purposes To:
Hon. Scott R. L. Young
Dept.: B

**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. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code §§ 245 *et seq.* and 246;
7. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
8. Violation of Labor Code § 226(a);
9. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5
10. Penalties Pursuant to Labor Code § 203;
11. Failure to Provide One Day's Rest in Seven;
12. Violation of Business & Professions Code § 17200 *et seq.*; and
13. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff LAURA ARRIAGA-BENSON, (hereinafter “Plaintiff”) on behalf of herself 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 herself 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 ST. HELENA
8 HOSPITAL, a California nonprofit corporation; ADVENTIST HEALTH, an entity of unknown
9 form; and DOES 1 through 50 (all defendants being collectively referred to herein as
10 “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various provisions of
11 the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC) and
12 California Business & Professions Code, and seeks redress therefore.

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

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

1 with lawful meal and rest periods, as employees were not provided with the opportunity to take
2 timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

3 **THE PARTIES**

4 **A. The Plaintiff**

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

8 **B. The Defendants**

9 5. Defendant ST. HELENA HOSPITAL is a California nonprofit corporation with its
10 principle executive offices in St. Helena, California and has been listed as the employer on
11 Plaintiff's paystubs, wage statements, and personnel file during the relevant time period. ST.
12 HELENA HOSPITAL lists a mailing address in St. Helena, California with the California
13 Secretary of State and employs Plaintiff and the Class members at Defendants' offices and
14 facilities in St. Helena, California, and throughout California and conducts business throughout
15 California.

16 6. Defendant ADVENTIST HEALTH is an entity of unknown form and has been
17 listed as the employer on Plaintiff's paystubs and personnel file during the relevant time period.
18 ADVENTIST HEALTH does not list a California address with the California Secretary of State,
19 but upon information and belief, employs Plaintiff and Employees in Napa County, including at
20 Defendants' offices and facilities in Napa, California and throughout California and conducts
21 business throughout California.

22 7. The true names and capacities, whether individual, corporate, associate, or
23 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
24 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
25 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
26 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
27 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
28 this Complaint to reflect the true names and capacities of the Defendants designated herein as

Does 1 through 50 when their identities become known.

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

JURISDICTION AND VENUE

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

FACTUAL BACKGROUND

10. The Employees who comprise the Class and Collective, including Plaintiff, are nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who work in nonexempt positions at the direction of Defendants in the State of California. Plaintiff and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically, Plaintiff and Employees were not paid for the time that they worked “pre-shift” and “post-shift” without compensation by waiting to be let into the jobsite on occasions when the doors were locked, logging into their computers, and gathering equipment necessary for their work.

1 Defendants also failed to pay for on-call or standby time. Specifically, Defendants would contact
2 Plaintiff and inform her that she was needed at work. Plaintiff then had to report to work and was
3 not paid the on-call or standby pay she was owed. Upon information and belief, Class Members
4 were also required to be on-call and were not compensated for on-call or standby pay. Plaintiff
5 also contends that Defendants failed to pay Plaintiff and the Class members all wages due and
6 owing, failed to provide meal and rest breaks, and failed to furnish accurate wage statements, all in
7 violation of various provisions of the California Labor Code and applicable Wage Orders.

8 11. During the course of Plaintiff and the Class members' employment with
9 Defendants, they were not paid all wages they were owed, including for all work performed and
10 for all overtime hours worked, and were forced to work during their meal and rest breaks.
11 Defendants also failed to maintain timekeeping records for Plaintiff that would permit her to
12 discover the nature and extent of Defendants' unlawful timekeeping practices. Plaintiff, and upon
13 information and belief the other Class members, were required to work long hours, usually 10-12
14 hours per work shift. Yet Defendants systematically failed to pay them for all their hours worked.
15 Plaintiff was regularly scheduled to work 5-7 days a week, and 10 hours per day under an
16 alternative workweek schedule. Plaintiff contends that Defendants failed to pay her at the
17 required overtime rate for all hours over eight in a shift, or over forty in a week, which also
18 impacted when she should have been paid at the double time rate and resulted in underpayment of
19 double time for those hours over twelve worked in a shift. Plaintiff contends there was not an
20 enforceable alternative work week election conducted for her facility, or if it was, it was
21 improperly conducted and/or reported to the Department of Industrial Relations's Alternative
22 Workweek Elections Database. To the extent Plaintiff's facility and any other facilities in
23 California were operating under a similarly invalid or ineffectual alternative workweek election,
24 Plaintiff and those similarly situated Class members were not paid at least two hours of overtime
25 premium wages on every work shift for the hours between their eighth and tenth worked.

26 12. As a matter of uniform Company policy, Plaintiff and the Class members were not
27 paid regular wages and overtime. As a result, Plaintiff and the Class members worked shifts over
28 eight (8) hours in a day, over forty (40) hours in a work week, and on the seventh consecutive day

1 of a work week, but they were not paid at the appropriate overtime rate for all such hours, by
2 operating under invalid or unenforceable alternative work week agreements leading to at least
3 two hours of unpaid overtime premium wages per shift. Plaintiff and the Class members were
4 also required to work during their meal and rest breaks and were not compensated by Defendants
5 in violation of the California Labor Code. As a result, Plaintiff and the Class members worked
6 substantial overtime hours during their employment with Defendants for which they were not
7 compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

8 13. Additionally, Defendants paid Plaintiff and Employees nondiscretionary
9 commissions, incentive pay, nondiscretionary bonuses, and/or shift differentials. However, upon
10 information and belief, Defendants failed to incorporate all remunerations, including
11 nondiscretionary commissions, incentive pay, nondiscretionary bonuses, and/or shift differentials
12 into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate.
13 Therefore, during times when Plaintiff and Employees worked overtime and received
14 nondiscretionary commissions, incentive pay, nondiscretionary bonuses, and/or shift differentials,
15 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

16 14. From at least four (4) years prior to the filing of this lawsuit and continuing to the
17 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
18 nondiscretionary bonuses, and/or shift differentials. However, upon information and belief,
19 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
20 incentive pay, nondiscretionary bonuses, and/or shift differentials, into the calculation of the
21 regular rate of pay for purposes of calculating sick pay. Therefore, during times when Plaintiff and
22 Employees worked overtime and received nondiscretionary commissions, incentive pay,
23 nondiscretionary bonuses, and/or shift differentials, Defendants failed to pay all sick pay by
24 paying a lower overtime rate than required.

25 15. From at least four (4) years prior to the filing of this lawsuit and continuing to the
26 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
27 nondiscretionary bonuses, and/or shift differentials. However, upon information and belief,
28 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,

1 incentive pay, nondiscretionary bonuses, and/or shift differentials, into the calculation of the
2 regular rate of pay for purposes of calculating vacation pay. Therefore, during times when
3 Plaintiff and Employees worked overtime and received nondiscretionary commissions, incentive
4 pay, nondiscretionary bonuses, and/or shift differentials, Defendants failed to pay all vacation pay
5 by paying a lower overtime rate than required.

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

18 17. As a result of the above described off-the-clock work, the pressures to work
19 through breaks, and the other wage violations they endured at Defendants' hands, Plaintiff and the
20 Class members were not properly paid for all wages earned and for all wages owed to them by
21 Defendants, including when working more than eight (8) hours in any given day and/or more than
22 forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices,
23 Plaintiff and Class members incurred overtime hours worked for which they were not adequately
24 and completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and
25 the Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
26 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
27 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
28 Labor Code and applicable IWC Wage Orders.

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

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

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

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

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

1 Specifically, the wage statements given to Employees by Defendants failed to accurately account
2 for wages, overtime, and premium pay for deficient meal periods and rest breaks, and reflected
3 incorrect hours worked, all of which Defendants knew or reasonably should have known were
4 owed to Employees, as alleged hereinabove. The wage statements provided to Employees were
5 confusing and required Employees to engage in discovery and refer to outside sources to verify
6 whether their pay was correct, potentially resulting in a miscalculation by the Employees.

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

10 24. From at least four (4) years prior to the filing of this lawsuit and continuing to the
11 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
12 performance of their job duties for Defendants including, but not limited to, the cost of personal
13 cellphone usage, which was necessary to perform their duties under Defendants' employ in
14 violation of Labor Code § 2802.

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

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

22 27. From at least four years prior to the filing of this lawsuit and continuing to the
23 present, Defendants violated Labor Code § 551 by not providing Plaintiff and Employees to one
24 day's rest in seven. Defendants required Employees to work more than six consecutive days
25 without a day of rest, where the total hours worked exceeded 30 hours in any week or six hours in
26 any one day thereof. For example, Defendant required Plaintiff and Employees to work specified
27 shifts for seven or more consecutive calendar days. Not only have Defendants failed to pay any
28 overtime premiums to Plaintiff and Employees for consecutive days worked after the sixth

consecutive day, but Defendants have intentionally and repeatedly assigned Plaintiff and Employees work schedules requiring Plaintiff and Employees to work seven days in a row for well over a total of 30 hours. In addition, based on information and belief, Defendants defined the workweek in such a manner as to minimize or reduce the amount of overtime worked by Plaintiff and Employees, whether it be for weekly overtime over 40 hours of work or for overtime for working over 6 consecutive days.

28. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1199, 2698, 2699, *et seq.*, and 2802.

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

CLASS ALLEGATIONS

30. Plaintiff brings this class action on behalf of herself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: all individuals employed by Defendants within the State of California at any time within four (4) years of the filing of this lawsuit.

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

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

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

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

d. Subclass 4. Rest Break Subclass. All Class members who were subject to

Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Vacation Wages Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their vacation wages.

f. Subclass 6. Sick Pay Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their sick pay wages.

g. Subclass 7. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

h. Subclass 8. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures. All Class members who were subject to Defendants' failure to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants.

j. Subclass 10. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

k. Subclass 11. One Day's Rest Class. All Class members who worked more than six consecutive days in a row for a total of over 30 hours at the direction of Defendants.

k. Subclass 12. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

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

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

1 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
2 of interest in litigation and proposed class is easily ascertainable.

3 **A. Numerosity**

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

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

12 **B. Commonality**

13 36. There are questions of law and fact common to the class that predominate over any
14 questions affecting only individual class members. These common questions of law and fact
15 include:

- 16 a. Whether Defendants failed to pay Employees minimum wages;
- 17 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 18 c. Whether Defendants failed to pay Employees overtime as required under Labor
19 Code § 510;
- 20 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
21 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
22 premium pay in lieu thereof;
- 23 e. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
24 Orders, by failing to provide Employees with requisite rest breaks or premium pay
25 in lieu thereof;
- 26 f. Whether Defendants failed to pay Employees vacation wages as required under
27 Labor Code § 227.3;
- 28 g. Whether Defendants failed to pay Employees sick pay as required under Labor

Code § 245;

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

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

j. Whether Defendants failed to reimburse Employees for necessary business expenses;

k. 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;

l. Whether Defendants violated Labor Code §§ 551 and 552 for requiring Class Members to work over six consecutive days in a row for at least six hours a day for over 30 hours total;

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

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

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

C. Typicality

37. 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

38. 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

39. 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

1 Defendants' illegal policies or practices of failing to compensate Employees properly.

2 40. Class action treatment will allow those persons similarly situated to litigate their
3 claims in the manner that is most efficient and economical for the parties and the judicial system.
4 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO PAY MINIMUM WAGES**

7 **(Against All Defendants)**

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

10 42. Defendants failed to pay Employees minimum wages for all hours worked.
11 Defendants had a consistent policy of misstating Employees time records and failing to pay
12 Employees for all hours worked. Employees would work hours and not receive wages, including
13 as alleged above in connection with working during meal breaks, and working "pre-shift" and
14 "post-shift" without compensation by waiting to be let into the jobsite on occasions when the
15 doors were locked, logging into computers, and gathering equipment necessary for their work.
16 Moreover, Defendants failed to compensate for all hours worked and at the applicable hourly
17 rates, including when operating under alternative workweek agreements. Defendants also failed
18 to pay for on-call or standby time. Specifically, Defendants would contact Plaintiff and inform
19 her that she was needed at work. Plaintiff then had to report to work and was not paid the on-call
20 or standby pay she was owed. Additionally, Defendants had a consistent policy of failing to pay
21 Employees for hours worked during alleged meal periods for which Employees were consistently
22 denied, as also addressed herein. Defendants thus regularly failed to pay minimum wages to
23 Plaintiff and Class members. Moreover, Defendants did not pay Plaintiff and Employees at the
24 applicable minimum wage for all hours worked. Defendants' uniform pattern of unlawful wage
25 and hour practices manifested, without limitation, applicable to the Class as a whole, as a result
26 of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and
27 the other members of the Class as to minimum wage pay.

28 43. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"

1 states:

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

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

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

9 Notwithstanding any agreement to work for a lesser wage, any
10 employee receiving less than the legal minimum wage or the legal
11 overtime compensation applicable to the employee is entitled to
12 recover in a civil action the unpaid balance of the full amount of
13 this minimum wage or overtime compensation, including interest
14 thereon, reasonable attorney's fees and costs of suit.

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

14 47. California Labor Code § 1194.2 also provides for the following remedies:

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

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

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

25 ///

26 ///

27 ///

1 **SECOND CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

6 51. By their conduct, as set forth herein, Defendants violated California Labor Code §
7 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
8 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
9 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
10 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
11 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
12 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
13 paying Employees wages for all hours worked including time off the clock working “pre-shift”
14 and “post-shift” without compensation by waiting to be let into the jobsite on occasions when the
15 doors were locked, logging into computers, and gathering equipment necessary for their work.
16 Moreover, Defendants failed to pay Employees wages for all hours worked, as addressed above,
17 by operating under invalid or unenforceable alternative work week agreements leading to at least
18 two hours of unpaid overtime premium wages per shift. Defendants also failed to pay for on-call
19 or standby time. Specifically, Defendants would contact Plaintiff and inform her that she was
20 needed at work. Plaintiff then had to report to work and was not paid the on-call or standby pay
21 she was owed. Employees regularly worked over 8 hours on a given day or over 40 hours in a
22 given week without receiving overtime compensation.

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

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

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

THIRD CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

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

56. 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.

57. Defendants failed to provide Employees with meal periods as required under the Labor Code. Employees were consistently required to work through their meal periods which they were consistently denied. Employees were also required to take meal periods after working well beyond the five (5) hour shifts. What meal periods were provided were also not duty-free due to Defendants' policy and practice of interrupting the meal breaks with work demands. 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.

58. 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

1 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
2 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
3 and 20 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did
4 pay meal period premiums, they did so at the normal regular rate of pay without factoring in all
5 forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

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

9 **FOURTH CAUSE OF ACTION**

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

11 **(Against All Defendants)**

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

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

17 62. Defendants failed to provide Employees with timely rest breaks of not less than ten
18 (10) minutes for each consecutive four (4) hour shift. What rest breaks were provided were also
19 not duty-free due to Defendants' policy and practice of interrupting rest breaks with work
20 demands.

21 63. Moreover, Defendants failed to compensate Employees for each rest period not
22 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
23 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
24 accordance with this section, the employer shall pay the employee one hour of pay at the
25 employee's regular rate of compensation for each workday that the rest period is not provided.
26 Defendants failed to compensate the Employees in the Class for each rest period not provided or
27 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
28 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did

1 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
2 or by otherwise incorrectly calculating the regular rate.

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

6 **FIFTH CAUSE OF ACTION**
7 **FAILURE TO PAY VACATION WAGES**
8 **(Against All Defendants)**

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

11 66. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
12 employment policy provides for paid vacation and an employee is terminated without having
13 taken off her vested vacation time, all vested vacation shall be paid to her as wages at her final rate
14 in accordance with said contract of employment or policy respecting eligibility or time served.

15 67. Defendants paid nondiscretionary commissions, incentive pay, nondiscretionary
16 bonuses, and/or shift differentials to Employees but Defendants failed to include these forms of
17 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

18 68. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
19 Code § 227.3.

20 **SIXTH CAUSE OF ACTION**
21 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246**
22 **(Against All Defendants)**

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

25 70. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
26 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
27 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
28 with the pay calculation under California Labor Code § 246(l).

71. Defendants paid nondiscretionary commissions, incentive pay, nondiscretionary bonuses, and/or shift differentials to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than calculating the amount of paid sick time due when sick time is used according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower rate, in violation of the law.

72. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code §§ 245 *et seq.* and 246.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES

IN VIOLATION OF LABOR CODE § 2802

(Against All Defendants)

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

74. Under Labor Code § 2802(a), an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

75. Employees incurred necessary expenditures in the performance of their job duties for Defendants, including the cost of cell phone usage, which was necessary to perform their duties under Defendants' employ. From four (4) years prior to the original filing of this lawsuit and continuing to the present, Defendants consistently failed to reimburse Employees for these necessarily incurred business expenses.

76. As a result of the unlawful acts of Defendants, Employees have been deprived of reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

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EIGHTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

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

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

79. Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal periods and rest breaks, and reflected incorrect hours worked, all of which Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove. The wage statements provided to Employees were confusing and required Employees to engage in discovery and refer to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation by the Employees.

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

81. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not

1 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
2 award of costs and reasonable attorneys' fees.

3 82. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
4 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
5 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
6 employee for each pay period.

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

10 **NINTH CAUSE OF ACTION**

11 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**
12 **AND 1174.5**

13 **(Against All Defendants)**

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

16 85. California Labor Code § 1174 requires that all employers shall keep accurate time
17 and wage records for all employees. California Labor Code § 1174.5 further requires that any
18 employee suffering injury due to a willful violation of the aforementioned obligations may seek
19 damages, including civil penalties, from the employer.

20 86. During the course of Plaintiff's and Employees' employment, Defendants
21 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
22 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
23 overtime, and premium pay as discussed above.

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

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TENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

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

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

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

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

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

ELEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE §§ 551, 552 FOR FAILURE TO PROVIDE ONE
DAY'S REST IN SEVEN
(Against All Defendants)

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

94. At all relevant times herein, Labor Code § 551 provides that every person employed in any occupation of labor is entitled to one day's rest in seven. Additionally, Labor Code § 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest.

95. At all relevant times herein set forth, Labor Code § 556 exempts an employer from the day-of-rest requirement when the total hours worked by an employee do not exceed 30 hours in any week or six hours in any one day thereof.

1 96. During the relevant time period, Defendants scheduled Plaintiff and Employees to
2 work six (6) or more hours per day or for a total of more than 30 hours for more than six (6)
3 consecutive calendar days. Not only have Defendants failed to pay any overtime premiums to
4 Plaintiff and Employees for consecutive days worked after the sixth consecutive day, but
5 Defendants have intentionally and repeatedly assigned Plaintiff and Employees work schedules
6 requiring Plaintiff and Employees to work approximately ten days consecutively for well over a
7 total of 30 hours. In addition, based on information and belief, Defendants defined the workweek
8 in such a manner as to minimize or reduce the amount of overtime worked by Plaintiff and
9 Employees, whether it be for weekly overtime over 40 hours of work or for overtime for working
10 over six (6) consecutive days. Because Plaintiff and Employees worked over 30 hours per week
11 and/or over six (6) hours per day in a workweek, they were not exempt from the day-of-rest
12 requirement. To the extent that Plaintiff and Employees may have signed purported waivers of
13 their right to a day's rest in seven, such waivers are invalid. Thus, during the relevant time period,
14 and in violation of Labor Code § 551 and 552, Defendants willfully caused Plaintiff and
15 Employees to work more than six days in seven.

16 97. Labor Code § 558(a) further provides “[a]ny employer or other person acting on
17 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
18 provision regulating hours and days of work in any order of the Industrial Welfare Commission
19 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
20 each underpaid employee for each pay period for which the employee was underpaid.... (2) For
21 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
22 period for which the employee was underpaid....” Labor Code § 558(c) provides “[t]he civil
23 penalties provided for in this section are in addition to any other civil or criminal penalty provided
24 by law.”

25 98. Plaintiff and Employees are therefore entitled to recover statutory penalties
26 authorized for violations of California Labor Code §§ 551, 552 and 558, and Plaintiff also seeks
27 attorneys’ fees and costs.

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1 **TWELFTH CAUSE OF ACTION**

2 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

3 **(Against All Defendants)**

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

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

11 101. Plaintiff is a “person” within the meaning of Business & Professions Code
12 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
13 relief, restitution, and other appropriate equitable relief.

14 102. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
15 business practices.

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

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

105. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in violation of the Business & Professions Code § 17200 *et seq.*

106. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable care should have known that their conduct was unlawful; therefore their conduct violates the Business & Professions Code § 17200 *et seq.*

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

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

THIRTEENTH CAUSE OF ACTION

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

(Against All Defendants)

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

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

111. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty provisions, without limitation, based on the following California Labor Code sections: 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1199, 2698, 2699, *et seq.*, and 2802.

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

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

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

115. Plaintiff has exhausted her administrative remedy by sending a certified letter to the LWDA and Defendants postmarked October 15, 2024. The LWDA has not provided notice of its intent to investigate the alleged violations withing 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 performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided and where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may

1 be proven;

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

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

4 8. For penalties pursuant to Labor Code § 227.3, as may be proven;

5 9. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;

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

8 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;

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

11 13. For compensatory damages in the amount of all previously unreimbursed business
12 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
13 from four (4) years prior to the original filing of this action, as may be proven;

14 14. For penalties and compensatory damages in the amount equal to the proper rate of
15 pay for work beyond the sixth consecutive day for at least six hours a day or for over 30 hours
16 total;

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

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

21 17. For all general, special, and incidental damages as may be proven;

22 18. For an award of pre-judgment and post-judgment interest;

23 19. For an award providing for the payment of the costs of this suit;

24 20. For an award of attorneys' fees; and

25 21. For such other and further relief as this Court may deem proper and just.

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1 DATED: December 19, 2024

D.LAW, INC.

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By



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David Yerejian
Roman Shkodnik

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Mason Doidge
Attorneys for Plaintiff

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LAURA ARRIAGA-BENSON
and the putative class

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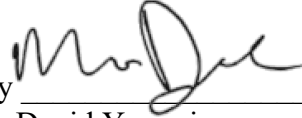
DEMAND FOR JURY TRIAL

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

DATED: December 19, 2024

D.LAW, INC.

By



David Yeremian
Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff
LAURA ARRIAGA-BENSON
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., Ste 840, Glendale, CA 91203.

Alex Jenkins, Agent for Service of Process
St. Helena Hospital
 2710 Gateway Oaks Dr., Ste 150N
 Sacramento, CA 95833

[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.

[] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

Executed on December 19, 2024, at Glendale, California.

Natalia Bermudes