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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
CENTRAL DISTRICT - COMPLEX**

JASMINE SMITH; TIFFANY ROSS;
ENRIQUE ARTEAGA and AMANI
JACKSON, individually and on
behalf all others similarly situated,

Plaintiffs,

v.

BHC ALHAMBRA HOSPITAL,
INC.; UHS OF DELAWARE, INC.;
NIKKI ROLLO, an individual;
ANNA GOVERNALE, an individual;
JESSICA GILLESPIE, an individual;
and Does 1 to 10, inclusive,

Defendants.

Case No. **24STCV33635**

CLASS ACTION COMPLAINT

1. Failure to Pay Overtime
2. Failure to Pay Minimum Wage
3. Failure to Provide Meal Periods
4. Failure to Provide Rest Periods
5. Improper Wage Statements
6. Waiting Time Penalties
7. Failure to Pay Business Expenses
8. Improper Deductions from Wages
9. Unfair Competition
10. Reserved
11. Failure to Maintain Records
12. Failure to Provide Records
13. Retaliation, Gov. Code §12940(h)
14. Hostile Work Environment
15. Failure to Take Steps to Prevent Discrimination

Demand for Jury Trial

1 Plaintiffs Jasmine Smith (“Smith”); Amani Jackson (“Jackson”); Enrique Arteaga
2 (“Arteaga”) and Tiffany Ross (“Ross”)(hereinafter, “Plaintiff(s)”), on behalf of each as
3 an individual and all other similarly situated, by and through their undersigned attorneys,
4 alleges as follows:

5 **INTRODUCTION**

6 1. Universal Health Services, Inc. (“Universal Health”) is an American Fortune
7 100 company¹ that provides hospital and healthcare services,² based in King of
8 Prussia, Pennsylvania. In 2023, UHS reported total revenues of \$14.3 billion.³

9 2. According to its website, Universal Health “is a holding company that operates
10 through its subsidiaries.”⁴ “All healthcare and management operations are conducted by
11 subsidiaries of Universal Health Services, Inc.” Id.

12 3. “UHS” is a registered trademark of Defendant UHS of Delaware, Inc.
13 (“UHS”), a subsidiary of Universal Health. Id.

14 4. UHS provides healthcare services. The Company offers medical, behavioral
15 health, acute care, and surgical hospital services. UHS serves patients in the United States,
16 Puerto Rico, and in the United Kingdom. Id.

17 5. UHS owns and operates a series of behavioral health centers in California,
18 including one in Rosemead, called BHC Alhambra Hospital, Inc. (“BHC”).⁵

19 6. “BHC [] is a full service mental health facility providing quality behavioral
20 health, substance abuse and eating disorder treatment and support.”⁶ The annual revenue
21 for BHC in 2024 was \$32.7 million. Id.

22 7. Plaintiffs are informed and believed and thereon allege that BHC has employed
23

24 ¹ <https://fortune.com/ranking/fortune500/2024/> (all websites herein accessed on December 13, 2024)

25 ² www.uhs.com

26 ³ [https://ir.uhs.com/news-releases/news-release-details/universal-health-services-inc-announces-2023-](https://ir.uhs.com/news-releases/news-release-details/universal-health-services-inc-announces-2023-fourth-quarter-and)
fourth-quarter-and

27 ⁴ <https://jobs.uhsinc.com/careers/>

28 ⁵ <https://www.bhcalhambra.com/>

⁶ https://rocketreach.co/bhc-alhambra-hospital-inc-profile_b59749faf9cdf75a

1 a workforce of hundreds of therapists, nurses, medical staff, custodial staff, support staff,
2 and accounting staff and other non-exempt employees during the Class Period who perform
3 hourly, non-exempt manual duties.

4 8. BHC has company-wide policies and procedures that control virtually every
5 facet of the Class Members jobs, including the materials they use, and the jobs they
6 perform, including when and where they perform them.

7 9. The UHS website states that:

8 All UHS subsidiaries are committed to providing an environment of mutual
9 respect where equal employment opportunities are available to all applicants
10 and teammates. UHS subsidiaries are equal opportunity employers and as
11 such, openly support and fully commit to recruitment, selection, placement,
12 promotion and compensation of individuals without regard to race, color,
13 religion, age, sex (including pregnancy, gender identity, and sexual
14 orientation), genetic information, national origin, disability status, protected
15 veteran status or any other characteristic protected by federal, state or local
16 laws.

17 <https://jobs.uhsinc.com/careers/>. Despite the lofty language on its website, UHS has failed
18 to support Plaintiffs and protect them from discrimination on the basis of their race, sex,
19 gender, and age, as more fully alleged below. Further, UHS has failed to provide proper
20 wages, reimbursement and rest breaks to its employees, as more fully described below.

21 10. Plaintiffs were employed as non-exempt employees for BHC. Each is bringing
22 this suit to recover damages against BHC due to their illegal employment practices as more
23 fully described herein.

24 11. Each Plaintiff is bringing this suit on behalf of himself/herself and a class of
25 BHC employees in California during the period four years prior to the filing of this
26 Complaint and ending on such date as may be determined by the Court (the “Class Period”).

27 **JURISDICTION AND VENUE**

28 12. This is a civil action seeking unpaid wages, continuing wages, damages, and
attorneys’ fees and costs, including such reasonable reimbursement of fees and costs as
may be required by Section 218.5 of the California Labor Code. BHC has a policy,
practice and history of labor law violations including not providing proper meal and rest

breaks to its employees. Neither, does BHC pay proper meal premiums to its employees. Class Members are forced to work off the clock. Employees do not receive rest break penalties as required. The wage statements do not contain the legally required information. Due to their off-the-clock work, Class Members are not paid the proper local and state minimum wage.

13. Venue as Defendants is proper in this judicial district, pursuant to California Code of Civil Procedure section 395. Defendants maintain an office, transact business, have an agent or are otherwise found in the County of Los Angeles and are within the jurisdiction of this court for the purpose of service of process. The unlawful acts alleged herein had a direct effect on and were committed within the State of California.

14. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant is either a resident of California, has minimum contacts in California, or otherwise intentionally avails itself of the protections of California so as to render California's exercise of jurisdiction over Defendants consistent with traditional notions of fair play and substantial justice.

PARTIES

15. Each of Plaintiff is an individual. At all times relevant hereto, each Plaintiff worked in Los Angeles County. Each Plaintiff was employed by BHC and/or UHS during the Class Period. Plaintiffs have complied with all required administrative requirements prior to the filing of this case, including the timely filing of a PAGA notice and application for Right to Sue letters.

16. Each Plaintiff is informed and believes, and thereon alleges that each of Defendant BHC and UHS is a Delaware corporation and at all times relevant hereto, BHC conducted substantial and regular business in Los Angeles County, California. BHC's business is owning and operating treatment facilities throughout California and the United States.

17. Individual Defendant Nikki Rollo ("Rollo") is a resident of California and

1 Executive Director for BHC.

2 18. Individual Defendant Jessica Gillespie (“Gillespie”) is a resident of California
3 and Senior Clinical Supervisor for BHC.

4 19. Individual Defendant Anna Governale (“Governale”) is a resident of
5 California and Director of Inpatient and Residential Programs for BHC.

6 20. UHS and the Individual Defendants created an atmosphere where Plaintiffs
7 and Class Members were not able to report acts of harassment and discrimination without
8 fear of retaliation.

9 21. When Plaintiffs reported harassment and/or discrimination, their superiors
10 did not address the complaints, but rather, Defendants retaliated against Plaintiffs by, inter
11 alia, offering inferior positions at other facilities or terminating them.

12 22. Due to their inaction, Defendants fostered a hostile work environment where
13 racial bullying, sexual harassment and discrimination were encouraged.

14 23. Plaintiff Arteaga was a Program Therapist in the Reasons Residential
15 Department of BHC. Arteaga was wrongfully terminated on or about November 20,
16 2024, in retaliation for sending an email to BHC Human Resources (“HR”) on November
17 9, 2024 in which he complained of sexual harassment and gender/sex discrimination.

18 24. Plaintiff Smith was a Program Therapist for BHC. In July and August, 2024,
19 Plaintiff Smith complained to HR about workplace harassment and racial discrimination,
20 but her complaints were not addressed. On or about August 15, 2024, Smith was
21 constructively terminated when the conditions of her employment became unbearable.

22 25. Plaintiff Ross is a Licensed Psychiatric Technician for BHC. Ross has
23 complained to HR about experiencing racial discrimination at BHC, but her complaints
24 have not been addressed. She is still currently employed by BHC.

25 26. Plaintiff Jackson was a Residential Program Manager for BHC, though her
26 job included a majority of non-exempt duties.

27 27. On or about March 15, 2024, Jackson made a written report of racially
28

1 offensive language directed at her from among the staff at Reasons Pasadena, a specialty
2 program of BHC Hospital. Jackson also reported harassment, discrimination and hostile
3 work environment to HR.

4 28. Although HR assured Jackson in writing that her complaints of racially-
5 charged language, harassment and discrimination would be addressed, BCH instead
6 wrongfully terminated Jackson on April 15, 2024, in retaliation for her complaints.

7 29. Each Plaintiff is informed and believes, and thereon alleges that each of the
8 individual Doe Defendants is an individual who is a California resident who work(ed) at
9 BHC. Each of individual Doe Defendant was an “other person acting on behalf of an
10 employer who violates, or causes to be violated, a section of this chapter or any
11 provision regulating hours and days of work in any order of the Industrial Welfare
12 Commission.” Cal. Lab. Code § 558.

13 30. The true names and capacities, whether individual, corporate, associate, or
14 otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown
15 to Plaintiffs, who therefore sue Defendants by such fictitious names under Code of Civil
16 Procedure § 474. Each Plaintiff is informed and believe, and based thereon allege, that
17 each of the Defendants designated herein as a DOE is legally responsible in some manner
18 for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this
19 Complaint to reflect the true names and capacities of the Defendants designated
20 hereinafter as DOES when such identities become known.

21 31. Each Plaintiff is informed and believes, and based thereon alleges, that each
22 Defendant acted in all respects pertinent to this action as the agent of the other
23 Defendants, carried out a joint scheme, business plan or policy in all respects pertinent
24 hereto, and the acts of each Defendant are legally attributable to the other Defendants.
25 The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on
26 behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or
27 more provisions of the California Labor Code as alleged herein.
28

FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

32. Each Plaintiff was a non-exempt employee within the meaning of the California Labor Code and the implementing rules and regulations of the IWC Wage Orders, and, in particular, Industrial Welfare Commission Wage Order 5-2001 and California Labor Code §515. Employee's primary job duties – including the tasks described in the preceding paragraph – involved tasks that were performed pursuant to an established protocol. The job duties involved a variety of physical and clerical demands, interacting with patients and other staff. This type of work is non-exempt work.

33. In order to meet the requirements of their job duties, employees typically work more than 40 hours per week and more than eight hours per day, and sometimes have to work seven days per week at the direction of BHC. Employees are also not provided compliant meal periods and rest breaks as required by the California Labor Code. Employees are not paid the proper minimum wage. Many Class Members are misclassified.

34. Contrary to federal and California law, including the provisions of Wage Order 5 at ¶7(a)(3) and Section 510 of the California Labor Code, BHC does not keep proper time records and does not pay proper overtime.

35. Plaintiffs are informed and believed and thereon allege that BHC implemented a system to pay some of its employees an hourly rate plus bonuses. However, BHC often failed to properly pay bonuses and BHC failed to utilize the bonuses to paid to employees in order to compute overtime. Defendant sometimes paid bonuses, i.e., “money promised to an employee in addition to the monthly salary, hourly wage, commission or piece rate usually due as compensation”. Division of Labor Standards Enforcement, Enforcement Policies and Interpretations Manual § 2.5.5. Bonuses are in addition to any other remuneration rate and may be predicated on performance over and above that which is paid for hours worked, pieces made, or sales completed. Id. A bonus may be in the form of a gratuity where there is no promise for their payment, for example, a holiday bonus at

1 the end of the year. Additionally, a bonus may be a contractually required payment where a
2 promise is made that a bonus will be paid in return for a specific result, such as exceeding a
3 minimum sales figure or piece quota, or as an inducement to remain in the employ of the
4 employer for a certain period of time.⁷ Defendant failed to utilize the bonuses in
5 computation of overtime for Aggrieved Employees.

6 36. When Plaintiffs became aware of the unpaid wages and questioned
7 representatives of BHC regarding the wages that were withheld, BHC refused to pay the
8 outstanding wages.

9 37. Plaintiffs were discriminated against by BHC and its managers in violation of
10 the Fair Employment and Housing Act (“FEHA”), Gov. Code §12940 et seq., by creating
11 a hostile work environment, retaliating against Plaintiffs and discriminating against
12 Plaintiffs on the basis of race, sex, gender and age. When Class Members complain about
13 the discrimination and harassment, their complaints are ignored, and they suffer
14 retaliation.

15 38. In performing their job duties, BHC required employees to use clothing,
16 safety equipment, phones and other tools. Employees had to purchase and maintain their
17 safety equipment and tools with their own money, and they were not reimbursed by BHC,
18 all in violation of Labor Code §2802.

19 39. BHC has not provided proper expense reimbursement such as
20 reimbursement for equipment purchases and cell phone maintenance.

21 40. BHC failed to comply with the California Labor Code and Wage Order 5-
22 2001 (6) by failing to maintain time records showing when Plaintiffs began and ended
23 each work and meal break period, and total daily hours worked. Defendants also failed to
24

25 ⁷ The word has been defined as: “An addition to salary or wages normally paid for extraordinary
26 work. An inducement to employees to procure efficient and faithful service.” Duffy Bros. v. Bing &
27 Bing, 217 App.Div.10, 215 N.Y.S. 755, 758 (1939). Bonuses may be in the form of a gratuity where
28 there is no promise for their payment; or they may be a contractually required payment where a promise
is made that a bonus will be paid in return for a specific result (i.e., exceeding a minimum sales or piece
quota). (See detailed discussion of Bonuses at Section 35 of this Manual). Division of Labor Standards
Enforcement, Enforcement Policies and Interpretations Manual § 2.5.5. Sums earned as bonuses
are wages under the definition found in California Labor Code §200.

1 provide Plaintiffs with itemized wage statements that reflect all deductions from payment
2 of wages.

3 41. At all relevant times herein, section 201 of the California Labor Code
4 provided that “wages earned and unpaid at the time of discharge are due and payable
5 immediately.” Cal. Lab. Code § 201. Similarly, section 202 of the Labor Code provided:

6 If an employee not having a written contract for a definite period quits his or
7 him employment, his or him wages shall become due and payable not later
8 than 72 hours thereafter, unless the employee has given 72 hours previous
notice of his or him intention to quit, in which case the employee is entitled
to his or him wages at the time of quitting.

9 Id. § 202(a).

10 42. Defendants did not compensate Plaintiff and the Class Members as required
11 by sections 201 and/or 202 of the California Labor Code, as the “final” paycheck
12 Plaintiffs received did not fully compensate Plaintiffs, as Defendants failed to pay
13 overtime to Plaintiffs for all hours worked in excess of eight per day.

14 43. Furthermore, at all relevant times mentioned herein, section 203 of the
15 California Labor Code provided:

16 If an employer willfully fails to pay, without abatement or reduction, in
17 accordance with Sections 201, 201.5, 202 and 202.5, any wages of an
18 employee who is discharged or who quits, the wages of the employee shall
19 continue as a penalty from the due date thereof at the same rate until paid or
until action therefor is commenced; but the wages shall not continue for more
than 30 days.

20 Id. § 203.

21 44. Plaintiffs contend that Defendants failure to pay him and the Class Members
22 within the time provided by sections 201 and/or 202 of the California Labor Code has
23 been and is “willful” within the meaning of section 203 of the California Labor Code and
24 that, accordingly, Plaintiffs are entitled to the “continuing wages” provided for by section
25 203.

26 45. Defendants also violated section 204 of the California Labor Code by failing to
27 regularly pay all wages earned to those of its workers who had not quit or been fired.

28 46. At all relevant times mentioned herein, section 1198 of the California Labor

1 Code provided:

2 The maximum hours of work and the standard conditions of labor fixed by
3 the [Industrial Welfare Commission] shall be the maximum hours of work
4 and the standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by [an] order or under conditions
of labor prohibited by [an] order is unlawful.

5 Cal. Lab. Code § 1198.

6 47. At all relevant times mentioned herein, Wage Order Number 16 (as
7 periodically amended) applied to Plaintiff and the Class Members.

8 48. Wage Order 5 at ¶12 requires a one-hour wage premium for each day that an
9 employee is not provided with a mandated ten-minute rest period per four-hour work
10 period or major fraction thereof. Additionally, Wage Order Number 5 at ¶11 requires a
11 one-hour wage premium for each day that an employee is not provided with a mandated
12 thirty-minute meal period for any shift that is longer than five hours. Finally, Wage Order
13 Number 5 at ¶3(A)(1) requires that those who are employed more than eight hours in any
14 workday or more than forty hours in any workweek receive overtime compensation.

15 49. The right to rest periods and meal periods has been codified in sections 226.7
16 and 512 of the California Labor Code. At all relevant times mentioned herein, section 512
17 provided:

18 An employer may not employ an employee for a work period of more than
19 five hours per day without providing the employee with a meal period of not
20 less than 30 minutes, except that if the total work period per day of the
employee is no more than six hours, the meal period may be waived by
21 mutual consent of both the employer and employee. An employer may not
employ an employee for a work period of more than 10 hours per day without
22 providing the employee with a second meal period of not less than 30
minutes, except that if the total hours worked is no more than 12 hours, the
23 second meal period may be waived by mutual consent of the employer and
the employee only if the first meal period was not waived.

24 Cal. Lab. Code § 512(a).

25 50. At all relevant times mentioned herein, section 226.7 provided:

26 If an employer fails to provide an employee a meal period or rest period in
27 accordance with an applicable order of the Industrial Welfare Commission,
the employer shall pay the employee one additional hour of pay at the
28 employee's regular rate of compensation for each work day that the meal or
rest period is not provided.

1 Cal. Lab. Code § 226.7(b).

2 51. During their employment with Defendants, Plaintiff and the Class Members
3 were not provided ten-minute rest breaks and thirty-minute meal breaks. Neither Plaintiff
4 nor the Class Members were provided the required rest and meal breaks.

5 52. Compensation for missed rest and meal breaks constitutes wages within the
6 meaning of section 201 of the California Labor Code.

7 53. At all relevant times herein, section 226 of the Labor Code provided:

8 (a) Every employer shall, semimonthly or at the time of each payment of
9 wages, furnish each of his or her employees, either as a detachable part of
10 the check, draft, or voucher paying the employee's wages, or separately when
11 wages are paid by personal check or cash, an itemized statement in writing
12 showing (1) gross wages earned, (2) total hours worked by the employee,
13 except for any employee whose compensation is solely based on a salary and
14 who is exempt from payment of overtime under subdivision (a) of Section
15 515 or any applicable order of the Industrial Welfare Commission, (3) the
16 number of piece-rate units earned and any applicable piece rate if the
17 employee is paid on a piece-rate basis, (4) all deductions, provided, that all
18 deductions made on written orders of the employee may be aggregated and
19 shown as one item, (5) net wages earned, (6) the inclusive dates of the period
20 for which the employee is paid, (7) the name of the employee
21 and his or her social security number, except that by January 1, 2008, only
22 the last four digits of his or her social security number or an employee
23 identification number other than a social security number may be shown on
24 the itemized statement, (8) the name and address of the legal entity that is the
25 employer, and (9) all applicable hourly rates in effect during the pay period
26 and the corresponding number of hours worked at each hourly rate by the
27 employee. The deductions made from payments of wages shall be recorded
28 in ink or other indelible form, properly dated, showing the month, day, and
year, and a copy of the statement or a record of the deductions shall be kept
on file by the employer for at least three years at the place of employment or
at a central location within the State of California.

....

21 (e) An employee suffering injury as a result of a knowing and intentional
22 failure by an employer to comply with subdivision (a) is entitled to recover
23 the greater of all actual damages or fifty dollars (\$50) for the initial pay
24 period in which a violation occurs and one hundred dollars (\$100) per
25 employee for each violation in a subsequent pay period, not exceeding an
26 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an
27 award of costs and reasonable attorney's fees.

....

26 (h) An employee may also bring an action for injunctive relief to ensure
27 compliance with this section, and is entitled to an award of costs and
28 reasonable attorney's fees.

Id. § 226.

54. Defendants employed Plaintiff and the Class Members but failed to provide them with the data required by section 226 of the California Labor Code.

55. At all relevant times mentioned herein, section 204(a) of the California Labor Code provided:

All wages, other than those mentioned in Section 201, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.

Id. § 204(a).

56. At all relevant times mentioned herein, section 510 of the California Labor Code provided:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of at least one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work. The requirements of this section do not apply to the payment of overtime compensation to an employee working pursuant to any of the following: (1) An alternative workweek schedule adopted pursuant to Section 511. (2) An alternative workweek schedule adopted pursuant to a collective bargaining agreement pursuant to Section 514.

Id. § 510(a).

40. In regard to the employment of Plaintiff and the Class, the provisions of subparagraphs (1) and (2) of section 510 of the California Labor Code were inapplicable in that no alternative workweek schedule had been adopted pursuant to section 511 and Plaintiff's employment was not governed by any collective bargaining agreement. Similarly members of the Class were not members of any union nor was their work for BHC governed by any collective bargaining agreement.

1 41. At all relevant times mentioned herein, section 1194 of the California Labor
2 Code provided:

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

7 Id. § 1194. At all relevant times mentioned herein, section 1194.2 of the California Labor
8 Code provided that, "[I]n any action under . . . Section 1194 to recover wages because of
9 the payment of a wage less than the minimum wage fixed by an order of the commission
10 or by statute, an employee shall be entitled to recover liquidated damages in an amount
11 equal to the wages unlawfully unpaid and interest thereon." Id. § 1194.2.

12 42. Section 1197.1 (a) of the California Labor Code provides:

13 Any employer or other person acting either individually or as an officer,
14 agent, or employee of another person, who pays or causes to be paid to any
15 employee a wage less than the minimum fixed by an order of the commission
16 shall be subject to a civil penalty as follows:

17 (1) For any initial violation that is intentionally committed, one hundred
18 dollars (\$100) for each underpaid employee for each pay period for which the
employee is underpaid.

19 (2) For each subsequent violation for the same specific offense, two hundred
20 fifty dollars (\$250) for each underpaid employee for each pay period for
21 which the employee is underpaid regardless of whether the initial violation is
intentionally committed.

22 Cal. Lab. Code § 1197.1.

23 42. IWC Wage Order 5, provides, in part:

24 **2. DEFINITIONS**

25 (E) "Employ" means to engage, suffer, or permit to work.

26 (F) "Employee" means any person employed by an employer, and includes
27 any lessee who is charged rent, or who pays rent for a chair, booth, or space
28 and

(1) who does not use his or her own funds to purchase requisite supplies, and

(2) who does not maintain an appointment book separate and distinct from
that of the establishment in which the space is located, and

(3) who does not have a business license where applicable.

(G) "Employees in the Healthcare Industry" means any of the following:

(1) Employees in the healthcare industry providing patient care; or

(2) Employees in the healthcare industry working in a clinical or medical
department, including pharmacists dispensing prescriptions in any practice
setting; or

(3) Employees in the healthcare industry working primarily or regularly as a member of a patient care delivery team
(4) Licensed veterinarians, registered veterinary technicians and unregistered animal health technicians providing patient care.
(H) "Employer" means any person as defined in Section 18 of the Labor Code, who directly or indirectly, or through an agent or any other person, employs or exercises control over the wages, hours, or working conditions of any person.

...

3. HOURS AND DAYS OF WORK

(A) Daily Overtime- General Provisions

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

...

4. MINIMUM WAGES

...

(B) Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.

...

7. RECORDS

(A) Every employer shall keep accurate information with respect to each employee including the following:

(1) Full name, home address, occupation and social security number.

(2) Birth date, if under 18 years, and designation as a minor.

(3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.

(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

(5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.

(6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

(B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item.

(C) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request.

(D) Clocks shall be provided in all major work areas or within reasonable distance thereto insofar as practicable.

...

11. MEAL PERIODS

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

(C) In all places of employment where employees are required to eat on the premises, a suitable place for that purpose shall be designated.

(D) Notwithstanding any other provision of this order, employees in the health care industry who work shifts in excess of eight (8) total hours in a workday may voluntarily waive their right to one of their two meal periods. In order to be valid, any such waiver must be documented in a written agreement that is voluntarily signed by both the employee and the employer. The employee may revoke the waiver at any time by providing the employer at least one day's written notice. The employee shall be fully compensated for all working time, including any on-the-job meal period, while such a waiver is in effect.

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12. REST PERIODS

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

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20. PENALTIES

(See Labor Code, Section 1199)

(A) In addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty of:

(1) Initial Violation — \$50.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to the amount which is sufficient to recover unpaid wages.

(2) Subsequent Violations — \$100.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to an amount which is sufficient to recover unpaid wages.

(3) The affected employee shall receive payment of all wages recovered.

IWC Wage Order 5.

43. At all relevant times mentioned herein, section 558 of the California Labor Code provided:

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

Cal. Lab. Code § 558.

44. At all relevant times herein, California Labor Code section 2802 provided, in relevant part:

(a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or duties

(b) All awards made by a court . . . for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.

(c) For purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing rights granted by this section.

Cal. Lab. Code § 2802.

45. At all relevant times herein, California Labor Code section 221 provided:

It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.

Cal. Lab. Code § 221. “[Labor Code] section 221 has long been held to prohibit deductions from an employee’s wages for cash shortages, breakage, loss of equipment, and other business losses that may result from the employee’s simple negligence.”

Hudgins v. Neiman Marcus Group, Inc., 34 Cal.App.4th 1109, 1118 (1995). An employer can lawfully withhold amounts from an employee’s wages only: (1) when required or empowered to do so by state or federal law, or (2) when a deduction is expressly authorized in writing by the employee to cover insurance premiums, benefit plan contributions or other deductions not amounting to a rebate on the employee’s wages, or (3) when a deduction to cover health, welfare, or pension contributions is expressly

1 authorized by a wage or collective bargaining agreement. Labor Code Sections 221 and
2 224.

3 46. Notwithstanding the foregoing requirements of law, Plaintiff and the Class
4 Members were not timely paid the minimum wages and/or overtime to which they were
5 entitled. Plaintiffs and the Class Members were denied reimbursement, meal breaks, rest
6 breaks and payment of overtime wages although they often worked in excess of eight
7 hours per day and forty hours per week.

8 47. At all relevant times mentioned herein, section 226.8 of the Code provided in
9 pertinent part:

- 10 (a) It is unlawful for any person or employer to engage in any of the
11 following activities:
12 (1) Willful misclassification of an individual as an independent contractor.
13 (2) Charging an individual who has been willfully misclassified as an
14 independent contractor a fee, or making any deductions from compensation,
15 for any purpose, including for goods, materials, space rental, services,
16 government licenses, repairs, equipment maintenance, or fines arising from
17 the individual's employment where any of the acts described in this paragraph
18 would have violated the law if the individual had not been misclassified.
(b) If the Labor and Workforce Development Agency or a court issues a
determination that a person or employer has engaged in any of the
enumerated violations of subdivision (a), the person or employer shall be
subject to a civil penalty of not less than five thousand dollars (\$5,000) and
not more than fifteen thousand dollars (\$15,000) for each violation, in
addition to any other penalties or fines permitted by law.

19 Code § 226.8. Defendants violated Code § 226.8 by willfully misclassifying many of its
20 employees, past and present, including Plaintiffs and Aggrieved Employees, as
21 independent contractors.

22 48. Defendants have engaged in a pattern and practice of misclassifying their
23 employees as independent contractors to avoid taxes, insurance and other costs that
24 accompany employee status. Section 2753 of the Code provides:

- 25 (a) A person who, for money or other valuable consideration,
26 knowingly advises an employer to treat an individual as an independent
27 contractor to avoid employee status for that individual shall be jointly and
severally liable with the employer if the individual is found not to be an
independent contractor.

28 Code § 2753.

1 49. All of the foregoing was intentional misconduct of Defendants that injured
2 Plaintiff and putative Class Members insofar as they were subjected to confusion and
3 deprived of information to which they were legally entitled.

4 **CLASS ACTION ALLEGATIONS**

5 50. Each Plaintiff brings this action on behalf of herself/himself and all others
6 similarly situated pursuant to Code of Civil Procedure section 382. Each Plaintiff seeks to
7 represent a Class which is defined as: all non-exempt BHC employees who provided
8 services in California during the period four years prior to the filing of this Complaint (plus
9 any applicable statutory tolling) and ending on such date as may be determined by the Court
10 (the "Class Period").

11 51. The Class includes all persons who performed work for BHC in California
12 during the Class Period, even if they were paid by commission, salary, piece rate, or any
13 combination thereof.

14 52. Each Plaintiff reserves the right under Rule 3.765 of the California Rules of
15 Court to amend or modify the class descriptions with greater specificity or to further divide
16 the class into subclasses.

17 53. This action is properly brought as a class action pursuant to Code of Civil
18 Procedure 382 because there is a well-defined community of interest in the litigation and
19 the proposed Class is easily ascertainable.

20 54. Numerosity: The potential members of the Class are so numerous that joinder
21 is impracticable. Plaintiff is informed and believes, and on that basis alleges, that during the
22 relevant time periods BHC employed more than 100 employees. Nevertheless, the Class
23 does not consist of so many individuals as to make this case unmanageable.

24 55. Commonality: There are questions of law and fact common to the Class that
25 predominate over any questions affecting only individual Class members. Common
26 questions include, but are not limited to: (a) whether BHC provided proper wage statements
27 to its workers; (b) whether BHC failed to pay Class members proper overtime
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1 compensation; (c) whether BHC failed to provide meal and rest periods (d) whether BHC
2 reimbursed class members for expenses and mileage; (e) whether BHC provided accurate
3 itemized wage statements; and (f) whether BHC and/or BHC and/or other BHC
4 Contractors acted intentionally when classifying the “installment managers” as independent
5 contractors. Moreover, there are very few questions of law or fact that are not common to
6 the class.

7 56. Typicality: The claims of each Plaintiff are typical of the claims of the Class.

8 57. Adequacy of representation: Each Plaintiff will fairly and adequately represent
9 and protect the interests of the members of the Class. Counsel for Plaintiff are competent
10 and experienced in litigating employment class action cases, including on behalf of hospital
11 workers.

12 58. Superiority of Class Action: A class action is superior to other available means
13 for the fair and efficient adjudication of this controversy. The unlawful conduct described in
14 this complaint are based on BHC ’s company-wide policies regarding its treatment of
15 employees. Moreover, class action treatment will allow people similarly situated as Plaintiff
16 to litigate their claims in the manner that is most efficient and economical for all parties and
17 for the judicial system.

18 **FIRST CAUSE OF ACTION**

19 (Failure To Pay Overtime California Labor Code §§ 510 and 1194; Wage Order 2)

20 (By Plaintiffs individually and on behalf of the Class against all Defendants)

21 59. Each Plaintiff realleges and incorporates herein by reference the allegations
22 contained in this Complaint as though fully set forth herein.

23 60. Defendants failed to pay each Plaintiff and the members of the Class for all
24 hours worked. Plaintiff and the members of the Class worked more than 40 hours per week
25 and/or more than 8 hours per day, but they did not receive compensation for this time at
26 their regularly hourly rate or did they receive overtime compensation.

27 61. As a result of BHC ’s failure to pay overtime, BHC willfully violated the
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1 provisions of Labor Code §§ 510 and 1194.

2 62. Each Plaintiff and the Class members have been deprived of wages in an
3 amount to be determined at trial, and are entitled to recovery of such amounts, plus interest
4 and penalties.

5 **SECOND CAUSE OF ACTION**

6 (Failure To Pay Minimum Wage)

7 (By Plaintiffs individually and on behalf of the Class against all Defendants)

8 63. Each Plaintiff realleges and incorporates herein by reference the allegations
9 contained in this Complaint as though fully set forth herein.

10 64. Under both state and federal law, employees may not agree to waive their
11 entitlement to the minimum wage. Moreover, contrary to the federal averaging method,
12 California workers must receive the minimum wage for each hour worked during the
13 payroll period.

14 65. Each Plaintiff is informed and believes, and thereon alleges, that Plaintiff and
15 members of the Class were not compensated in an amount greater than or equal to the
16 minimum wage while employed as employees by defendant.

17 66. As a proximate result of the aforementioned violations, each Plaintiff has been
18 damaged in an amount according to proof at time of trial.

19 **THIRD CAUSE OF ACTION**

20 (Failure To Provide Meal Periods Labor Code §226.7)

21 (By Plaintiffs individually and on behalf of the Class and against all Defendants)

22 67. Each Plaintiff realleges and incorporates herein by reference the allegations
23 contained in this Complaint as though fully set forth herein.

24 68. Labor Code section 226.7 requires an employer to pay an additional hour of
25 compensation for each meal period the employer fails to provide a compliant meal period.
26 Employees are entitled to meal period of at least thirty 30 minutes per five hour work
27 period.
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1 69. Plaintiffs and the Class members consistently worked more than 5 hour shifts,
2 but Plaintiffs and the Class members were not provided with additional compensation for
3 meal periods which were missed, truncated or tardy due to the failure of one or more of the
4 Defendants to provide a compliant meal period. Plaintiffs and the Class members
5 consistently worked more than 10 hour shifts, but Plaintiffs and the Class members were
6 not provided with additional compensation for second meal periods which were missed,
7 truncated or tardy due to the failure of one or more of the Defendants to provide a compliant
8 meal period.

9 70. Pursuant to Labor Code section 226.7, Plaintiff and the Class members are
10 entitled to damages in an amount equal to one hour of wages per missed meal break, in an
11 amount to be proven at trial.

12 **FOURTH CAUSE OF ACTION**

13 (Failure To Provide Proper Rest Periods Labor Code §226.7)

14 (By Plaintiffs individually and on behalf of the Class and against all Defendants)

15 71. Each Plaintiff realleges and incorporates herein by reference the allegations
16 contained in this Complaint as though fully set forth herein.

17 72. Labor Code Section 226.7 requires an employer to pay an additional hour of
18 compensation for each rest period the employer fails to provide a compliant rest period.
19 Employees are entitled to a rest period of ten minutes for every four hours worked or major
20 fraction thereof.

21 73. Each Plaintiff and the Class members consistently worked over four hour
22 shifts, but defendant failed to provide them with the requisite ten minute rest period.
23 Pursuant to Labor Code section 226.7, Plaintiff and the Class members are entitled to
24 damages in an amount equal to one hour of wages per missed rest period, in an amount to
25 be proven at trial.

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FIFTH CAUSE OF ACTION

(Failure To Provide Itemized Wage Statements Labor Code § 226)

(By Plaintiffs individually and on behalf of the Class and against all Defendants)

74. Each Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

75. Defendants knowingly and intentionally failed to comply with Labor Code section 226(a), which requires Defendants to provide the name of the legal entity which is the employer, itemize in wage statements all deductions from payment of wages and accurately report total hours worked by each Plaintiff and members of the Class.

76. Wage Order 5-2001 (7) requires Defendants to maintain time records showing, among other things, when the employee begins and ends each work period and total daily hours worked in an itemized wage statement. Time records must also show all deductions from payment of wages and accurately report total hours worked by Plaintiff and members of the Class, as well as the legal entity which is the employer. Further, under Naranjo, there are derivative violations for failure to pay premium wages on account of improper meal periods and/or rest breaks.

77. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual damages of \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000 dollars.

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SIXTH CAUSE OF ACTION

(Waiting Time Penalties Labor Code § 203)

(By Plaintiffs individually and on behalf of the Class and against all Defendants)

78. Each Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

79. Defendants' failure to pay wages, as alleged above, was willful in that BHC

1 knew wages were due but failed to pay them. This entitles Plaintiff and members of the
2 Class who are no longer working as employees to penalties under Labor Code § 203, which
3 provides that an employee's wages shall continue as penalty until paid for a period of up to
4 30 days from the time they were due. Under Naranjo, each Plaintiff is also entitled to
5 continuing wages for missed meal and rest breaks.

6 80. Defendants failed to pay each Plaintiff and relevant members of the Class a
7 sum certain at the time of termination or within 72 hours of their resignation, and have
8 failed to pay those sums for 30 days thereafter. Pursuant to Labor Code section 203,
9 Plaintiff and relevant members of the Class are entitled to a penalty in the amount of their
10 respective daily wage multiplied by 30 days.

11 **SEVENTH CAUSE OF ACTION**

12 (Failure To Provide Indemnification of Business Expenses Labor Code §2802)

13 (By Plaintiffs individually and on behalf of the Class and against all Defendants)

14 81. Each Plaintiff realleges and incorporates herein by reference the allegations
15 contained in this Complaint as though fully set forth herein.

16 82. Labor Code section 2802 requires Defendants to reimburse each Plaintiff and
17 members of the Class for the expenses incurred by them in the performance of their job
18 duties, including but not limited to, expenses incurred by the use of their vehicles,
19 insurance, rental fees, mileage, cell phone usage, uniforms, equipment purchases, and
20 telephone usage resulting from the performance of their job duties.

21 83. Defendants violated Labor Code section 2802 because it required each
22 Plaintiff and members of the Class to incur and pay for such expenses in the discharge of
23 their employment duties and without reimbursement.

24 84. As a proximate result, Plaintiff and members of the Class have been
25 damaged in an amount according to proof at trial.
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EIGHTH CAUSE OF ACTION

(Improper Deductions From Wages, Labor Code § 221)

(By Plaintiffs individually and on behalf of the Class and against all Defendants)

85. Each Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

86. Labor Code section 221 prohibits Defendants from deducting from employee wages paid toward employee compensation.

87. Each Plaintiff is informed and believed, and on that basis alleges, that Defendants improperly deducted portions of Plaintiff's wages and the wages of members of the Class, in violation of Labor Code section 221.

88. As a proximate result, Plaintiff and members of the Class have been damaged in an amount according to proof at trial.

NINTH CAUSE OF ACTION

(Unfair Competition Business and Professions Code Section 17200)

(By Plaintiffs individually and on behalf of the Class and against all Defendants)

89. Each Plaintiff realleges and incorporates herein by reference the allegations contained in this Complaint as though fully set forth herein.

90. The conduct of Defendants as alleged in this Complaint has been, and continues to be, unfair, unlawful, deceptive, and harmful to Plaintiffs, the Class, and the public in general. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of code of Civil Procedure section 1021.5.

91. Each Plaintiff is a "person" within the meaning of Business & Professions Code section 17204, and, therefore, has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

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

93. California's wage and hours laws, including the laws described in this

1 Complaint, reflect public policies that are fundamental in the State of California. The
2 FLSA reflects a public policy that is fundamental in the United States. These public
3 policies include the importance of providing employees with proper compensation, meal
4 periods, and rest periods.

5 94. Through the conduct alleged in this Complaint, Defendants have acted
6 contrary to these public policies, have violated the California Labor Code, and have
7 engaged in other unlawful, unfair, and deceptive business practices in violation of
8 California's Business & Professions Code. As a result, Plaintiff, and all persons similarly
9 situated (including the Class members alleged in this Complaint) have been deprived of
10 rights, benefits, and privileges guaranteed to employees by law.

11 95. Defendants, by engaging in the conduct described in this Complaint, either
12 knew or should have known that its conduct was unlawful.

13 96. As a proximate result of Defendants' conduct, Plaintiff and Class members
14 alleged herein have been damaged in a sum to be proven at trial.

15 97. This Court should therefore make such orders and/or judgments as may be
16 necessary to require Defendants to pay to Plaintiff and the members of the Class the
17 money Defendants have heretofore unlawfully failed to pay them.

18 **[POTENTIAL] TENTH CAUSE OF ACTION**

19 (California Labor Code - Private Attorneys General Act)

20 (By Plaintiffs individually and on behalf of the Class and against all Defendants)

21 98. Each Plaintiff realleges and incorporates herein by reference the allegations
22 contained in this Complaint as though fully set forth herein.

23 99. Pursuant to section 2699.3(a)(1) of the Labor Code, on approximately
24 November 7, 2024, Plaintiffs gave written notice by certified mail to the California Labor
25 and Workforce Development Agency ("LWDA") of the specific provisions of the Labor
26 Code alleged to have been violated by BHC, including the theories set forth in the
27 Complaint. Also on that day, Plaintiffs gave written notice by certified mail to BHC of
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1 the specific provisions of the Labor Code alleged to have been violated by them.

2 100. After the appropriate passage of time, Plaintiffs “may as a matter of right
3 amend [the] existing [C]omplaint to add a cause of action arising under [the Labor Code
4 Private Attorney General Act (“LCPAGA”)].” Cal. Lab. Code § 2699.3(a)(2)(C). The
5 LCPAGA establishes civil penalties for violations of the Labor Code, including the
6 violations alleged in this Complaint.

7 101. Each Plaintiff contends that section 2698 et seq. of the Labor Code enables
8 him to recover civil penalties under the LCPAGA, as well as attorney’s fees and costs,
9 from BHC and BHC through a civil action on behalf himself and other aggrieved
10 employees.

11 102. Each Plaintiff will seek to recover the PAGA penalties through a
12 representative action permitted by PAGA and the California Supreme Court in *Arias v.*
13 *Superior Court*, 46 Cal. 4th 969 (2009). Plaintiff will seek civil penalties pursuant to
14 PAGA for violations of the following Labor Code provisions:

- 15 a. failure to pay overtime wages to Employees in violation of Wage
16 Order No. 16 and Labor Code §§510, 558, 1194 and 1198;
- 17 b. failure to pay minimum wages to Employees in violation of Wage
18 Order No. 16 and Labor Code §§1182.12, 1194, and 1197;
- 19 c. failure to provide meal and rest periods to Employees in violation of
20 Wage Order No. 16 and Labor Code §§ 226.7, 512, and 558;
- 21 d. failure to provide itemized wage statements to Employees in violation
22 of Labor Code §§ 226(a), 1174, and 1174.5;
- 23 e. failure to provide prompt payment of wages upon termination and/or
24 resignation of Employees in violation of Labor Code §§ 201, 202, 203;
- 25 f. failure to reimburse Employees for all reasonably necessary
26 expenditures and losses incurred by Employees in direct consequence of the
27 discharge of their duties, including but not limited costs of their vehicles,
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1 insurance, rental fees, mileage, cell phone usage, unions, equipment
2 purchases, and telephone usage in violation of Labor Code § 2802;

3 g. improper deductions from wages in violation of Labor Code §§ 221
4 and 225.5.

5 h. willful misclassification of Employees as Independent Contractors in
6 violation of Labor Code § 226.8;

7 i. failure to keep required payroll records in violation of Wage Order
8 No. 16 and Labor Code §§ 1174 and 1174.5.

9 j. failure to promptly pay owed wages in violation of Labor Code §§
10 201.3, 204.

11 k. With respect to violations of Labor Code §§ 510, 512, Labor Code §
12 558 imposes a civil penalty in addition to any other penalty provided by law
13 of fifty dollars (\$50) for initial violations for each underpaid employee for
14 each pay period for which the employee was underpaid in addition to an
15 amount sufficient to recover unpaid wages, and one hundred dollars (\$100)
16 for subsequent violations for each underpaid employee for each pay period
17 for which the employee was underpaid in addition to an amount sufficient to
18 recover underpaid wages. Moreover, Plaintiff seeks civil penalties in the
19 amount of unpaid wages owed to Aggrieved Employees pursuant to Labor
20 Code § 558(a)(3).

21 l. With respect to violations of Labor Code § 226(a), Labor Code § 226.3
22 imposes a civil penalty in addition to any other penalty provided by law of
23 two hundred fifty dollars (\$250) per aggrieved employee for the first
24 violation, and one thousand dollars (\$1,000) per aggrieved employee for each
25 subsequent violation of Labor Code § 226(a).

26 m. With respect to violations of Labor Code § 204, Labor Code § 210
27 imposes a civil penalty of \$100, and for subsequent violations \$200.
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1 n. With respect to violations of Labor Code § 1174, Labor Code § 1174.5
2 imposes a civil penalty of \$500.

3 o. Labor Code § 2699 *et seq.* imposes a civil penalty of one hundred
4 dollars (\$100) per pay period, per aggrieved employee for initial violations,
5 and two hundred dollars (\$200) per pay period, per aggrieved employee for
6 subsequent violations for all Labor Code provisions for which a civil penalty
7 is not specifically provided, including the applicable Wage Order and Labor
8 Code §§ 201, 201.3, 202, 203, 221, 226(a), 226.7, 226.8, 510, 1174, 1182.12,
9 1194, 1197, 1198, and 2802.

10 **ELEVENTH CAUSE OF ACTION**

11 (Failure to maintain Accurate Payroll Time Records,

12 Labor Code section 1174, IWC Wage Order No. 5)

13 (On Behalf of Plaintiffs and the Class Against Defendant)

14 103. Each Plaintiff repleads, realleges, and incorporates by reference each and
15 every allegation set forth in the Complaint.

16 104. Defendant BHC has violated California Labor Code section 1174 and IWC
17 Wage Order No. 5 by willfully failing to keep required payroll records showing the actual
18 hours and/or the begin and end time worked each day by Plaintiff. Indeed, the IWC Wage
19 Order requires that the employer maintain “[t]ime records showing when the employee
20 begins and ends each work period.” Wage Order 5 at ¶8(A). Defendant BHC failed to
21 properly maintain such records.

22 105. As a direct and proximate result of Defendant’s failure to maintain payroll
23 records, Plaintiff suffered actual economic harm as he has been precluded from accurately
24 monitoring the number of hours worked and thus seeking all accrued pay.

25 106. Plaintiffs also request relief as described below.

26 **TWELFTH CAUSE OF ACTION**

27 (Cal. Lab. Code §§ 226 & 1198.5—Failure to Provide Employment Records)

28 (On Behalf of Plaintiffs Only Against Defendant BHC)

1 107. Each Plaintiff repleads, realleges, and incorporates by reference each and
2 every allegation set forth in this Complaint.

3 108. Pursuant to Labor Code section 226(b), an employer shall afford current and
4 former employees the right to inspect or copy the records pertaining to that current or
5 former employee, upon reasonable request to the employer.

6 109. Each Plaintiff has requested that Defendant BHC permit inspection or
7 copying of each Plaintiff's employment records pursuant to Labor Code section 226(b).
8 Defendant BHC has failed to provide each Plaintiff with all of his employment records
9 within 21 days of her request.

10 110. Pursuant to Labor Code section 1198.5 "has the right to inspect and receive a
11 copy of the personnel records that the employer maintains relating to the employee's
12 performance or to any grievance concerning the employee." Cal. Lab. Code § 1198.5.

13 111. Each Plaintiff requested that Defendant BHC permit inspection or copying of
14 his employment records pursuant to Labor Code section 1198.5. Defendant BHC has
15 failed to provide Plaintiff with an opportunity to inspect or copy all of his employment
16 records within 30 days of her request.

17 112. Pursuant to Labor Code section 1198.5(k) Plaintiff is entitled, and hereby
18 seeks to recover from Defendant BHC a seven-hundred-fifty dollar (\$750) penalty,
19 reasonable attorney's fees, and the cost of bringing this cause of action.

20 113. Pursuant to Labor Code section 226(f) and (g), Plaintiff is entitled, and
21 hereby seeks to recover from Defendant BHC a seven-hundred-fifty dollar (\$750) penalty,
22 reasonable attorneys' fees, and the cost of bringing this cause of action.

23 **THIRTEENTH CAUSE OF ACTION**

24 (Retaliation for Opposing Discrimination and Harassment, Cal. Gov. Code § 12940(h))

25 (On Behalf of Plaintiffs Ross, Smith and Jackson Against All Defendants)

26 114. Plaintiff repleads, realleges, and incorporates by reference each and every
27 allegation set forth in the Complaint.
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1 115. At all relevant times herein and in violation of California Government Code
2 section 12940(h), each Doe Defendant harassed, discriminated and retaliated against each
3 Plaintiff by adversely affecting each Plaintiff's employment after she complained about
4 and/or opposed unlawful labor practices such as failure to pay commissions and wages in
5 a timely manner and harassment.

6 116. Each Plaintiff repeatedly opposed, rejected, did not welcome, and complained
7 about harassment and discrimination.

8 117. The conduct of Defendants and/or its agents/employees as described herein
9 was malicious, fraudulent, and/or oppressive, and done with a willful and conscious
10 disregard for each Plaintiff's rights and for the deleterious consequences of Defendant's
11 actions. Defendant and its agents/employees or supervisors, authorized, condoned and
12 ratified the unlawful conduct of each other. Consequently, each Plaintiff is entitled to
13 punitive damages against Defendant.

14 118. Plaintiffs Ross, Smith, Arteaga and Jackson filed a complaint with the
15 California Civil Rights Department ("CCRD"). These Plaintiffs have received the
16 requisite right-to-sue letter issued by the CCRD regarding the claims involving
17 harassment and discrimination herein. Therefore, each of these Plaintiffs filed their
18 action within one year of the date of the "right to sue" letter received from the CCRD
19 and therefore has properly exhausted her administrative remedies.

20 **FOURTEENTH CAUSE OF ACTION**

21 (Hostile Work Environment, Cal. Gov. Code §§ 12940(j) and (k))

22 (By Plaintiffs Arteaga, Ross, Smith and Jackson Against All Defendants)

23 119. Plaintiffs replead, reallege, and incorporate by reference each and every
24 allegation set forth in the Complaint.

25 120. Defendants were the employer of Plaintiffs for purposes of Government Code
26 section 12940(j)(4)(A).

27 121. Each Plaintiff was subjected to severe and pervasive harassment while
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1 working for Defendants, which caused the creation and maintenance of a hostile and
2 abusive work environment. Plaintiff was subjected to unwanted harassing conduct,
3 derogatory comments, improper relationships between a manager and other employees, as
4 well as other harassing conduct by Defendants, its employees, and its managers.

5 122. During the course of her employment with Defendant, each Plaintiff—
6 because of her gender and race—was continuously discriminated against, harassed, and
7 subjected to a hostile work environment by the actions, conduct, and comments of
8 Defendants, its employee, and its manager. These actions constituted a continuing
9 violation of Government Code section 12940 *et seq.*

10 123. Reasonable persons in Plaintiff's circumstances would have considered the
11 work environment to be hostile or abusive.

12 124. The harassment was sufficiently pervasive so as to alter the conditions of
13 employment, and it created an abusive and hostile working environment. Plaintiff
14 considered the work environment to be hostile and abusive.

15 125. The actions of Defendants, their employees, and their managers constituted
16 unlawful discrimination in employment, based on harassment, in contravention of the
17 FEHA, California Government Code section 12900 *et seq.*, and the corresponding
18 regulations of the CCRD, which forbid discrimination in the workplace and adverse
19 employment actions on account of gender, sex, race and marital status. Plaintiff's
20 supervisors were aware, approved, and even participated in, such offending conduct.

21 126. Defendants knew or should have known of the harassment and discrimination
22 and offensive conduct to take immediate and appropriate corrective action, but failed to
23 properly investigate the harassment and discrimination, which caused and contributed to
24 the existence of the hostile work environment as alleged herein. Further, Plaintiff alleges
25 that Defendant had full knowledge of the hostile work environment, including by reason
26 of the personal complaint that Plaintiff made to management, but nonetheless, Defendant
27 failed to rectify—or even address—the behavior of the persons creating the hostile work
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1 environment.

2 127. As a proximate result of the actions and failures to act by Defendant,
3 Plaintiffs suffered physical, emotional, and economic injury. As a further proximate,
4 foreseeable and direct result of the discriminatory acts, Plaintiff continues to suffer
5 physical harm, humiliation, embarrassment, mental and emotional distress, and
6 discomfort, all to Plaintiff's damages in an amount according to proof.

7 128. The actions of Defendant's employee were done with malice, fraud, and/or
8 oppression, and in reckless disregard of Plaintiff's rights under California law

9 129. Defendant ratified the malicious, fraudulent, and/or oppressive conduct of its
10 employees when it failed to prevent it.

11 130. Defendant engaged in conduct constituting an unlawful employment practice
12 in violation of California Government Code section 12940(a), which conduct was
13 malicious, fraudulent, and/or oppressive. Thus, each Plaintiff is entitled to recover
14 punitive damages from Defendant, in an amount according to proof.

15 131. As a direct and proximate result of the conduct of Defendant in violation of
16 the FEHA, *inter alia*, Plaintiff is entitled, pursuant to FEHA, to recover from Defendant
17 and do pray for remedies allowed under the FEHA, including but not limited to, general
18 and special damages, punitive damages, costs, interest, and attorneys' fees.

19 132. Each Plaintiff filed a complaint with the Department of Fair Employment and
20 Housing ("CCRD"). Each Plaintiff has received the requisite right-to-sue letter issued by
21 the CCRD regarding the claims involving harassment and discrimination herein. Each
22 Plaintiff filed this action within one year of the date of the "right to sue" letter received
23 from the CCRD and therefore has properly exhausted her administrative remedies.

24 **FIFTEENTH CAUSE OF ACTION**

25 (Failure to Take All Reasonable Steps to Prevent Discrimination in Violation
26 of Cal. Government Code § 12940, et seq.)

27 (By Plaintiffs Arteaga, Ross, Smith and Jackson Against All Defendants)
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1 133. Plaintiffs hereby incorporate into this Cause of Action by reference all prior
2 paragraphs of this Complaint, as though fully set forth herein.

3 134. At all times herein mentioned, California's Fair Employment and Housing
4 Act, Government Code § 12940 et seq., was in full force and effect and fully binding upon
5 Defendants. Defendants are "employers" within the meaning of the FEHA.

6 135. At all times relevant herein, Plaintiff was an employee or applicant.

7 136. At all times relevant herein, Plaintiff was member of a class of persons
8 protected from discrimination in employment.

9 137. Defendants, and each of them, had an affirmative duty to take all reasonable
10 steps necessary to prevent discrimination and harassment from occurring in the workplace
11 pursuant to Government Code sections 12940(j)(1) and 12940(k). California Government
12 Code § 12940(k) provides that it is an unlawful employment practice for an employer to
13 fail to take all reasonable steps necessary to prevent discrimination, retaliation, and
14 harassment from occurring in the workplace.

15 138. By Defendants' conduct, as alleged herein, and by failing to express strong
16 disapproval of harassing and discriminatory practices, by failing to develop appropriate
17 sanctions for harassment, by failing to develop appropriate methods to educate its
18 employees and owners of the gravity of consequences for doing so, failed to conduct
19 reasonable and impartial investigations when Plaintiff complained about discriminatory
20 conduct on the part of Defendant, failed to take reasonable steps necessary to investigate
21 the misconduct and prevent it from occurring and continuing and by failing to take
22 immediate and appropriate corrective action to stop the harassment from occurring,
23 Defendants, and each of them, breached the affirmative duty as set forth in California
24 Government Code §12940(k) by various actions and failures and refusals to act as
25 described herein. These acts included, but are not limited to failing to train, discipline,
26 monitor, enforce and oversee anti-harassment training.

27 139. Defendants' conduct toward Plaintiff as alleged above, constitutes an
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1 unlawful employment practice in violation of California Government Code § 12940.

2 140. As a direct, foreseeable and proximate result of Defendants acts, Plaintiff has
3 suffered and continue to suffer foreseeable damages and injury in amounts not ascertained
4 but in excess of the jurisdictional minimum of this Court, including, but not limited to,
5 losses in the conditions of employment other employment benefits, emotional and
6 physical distress, depression, anxiety, humiliation, embarrassment, pain, discomfort and
7 suffering and loss an injury to reputation.

8 141. Defendants' failure to take reasonable steps to prevent discriminatory
9 conduct was a substantial factor in causing Plaintiff's harm, which includes emotional
10 distress and economic loss. As a direct result thereof, Plaintiff has sustained damages
11 (including incurring medical bills and lost income) with the precise amount to be
12 established according to proof at trial.

13 142. Defendants have committed the outrageous despicable acts, as herein alleged,
14 maliciously, fraudulently, and oppressively, with the wrongful intent of injuring Plaintiff,
15 and done with ill will and intent to injure Plaintiff and to cause Plaintiff mental anguish,
16 anxiety, and distress, and in conscious disregard of Plaintiff's rights.

17 143. Defendants' acts were done in conscious disregard of the risk of severe
18 emotional harm to Plaintiff and with the intent to injure Plaintiff, constituting oppression,
19 fraud, malice under California Civil Code §3294, entitling Plaintiff to punitive damages.

20 **PRAYER FOR RELIEF**

21 **WHEREFORE**, Plaintiff prays for judgment as follows:

22 1. For an Order that this action may proceed and be maintained as a class
23 action, with an appropriate subclass or subclasses; that the Plaintiffs be appointed class
24 representatives, and that Plaintiff's counsel be named class counsel;

25 2. That, under the First Cause of Action for unpaid overtime wages, this Court
26 enter judgment in favor of award Plaintiff and other aggrieved former and current
27 employees their wages, damages, liquidated damages, penalties, civil penalties, attorney's
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1 fees, and costs of suit, all according to proof, pursuant to section 218.5 and other relevant
2 sections of the Labor Code.

3 3. That, under the Second Cause of Action for unpaid minimum wages, this
4 Court enter judgment in favor of award Plaintiff and other aggrieved former and current
5 employees their wages, damages, liquidated damages, penalties, civil penalties, attorney's
6 fees, and costs of suit, all according to proof, pursuant to section 218.5 and other relevant
7 sections of the Labor Code.

8 4. That, under the Third Cause of Action for failing to properly provide meal
9 periods, this Court enter judgment in favor of Plaintiff, and other aggrieved former and
10 current employees, their wages, damages, liquidated damages, penalties, civil penalties,
11 attorney's fees, and costs of suit, all according to proof, pursuant to section 218.5 and
12 other relevant sections of the Labor Code.

13 5. That, under the Fourth Cause of Action for failing to properly provide rest
14 periods, this Court enter judgment in favor of award Plaintiff and other aggrieved former
15 and current employees their wages, damages, liquidated damages, penalties, civil
16 penalties, attorney's fees, and costs of suit, all according to proof, pursuant to section
17 218.5 and other relevant sections of the Labor Code.

18 6. That, under the Fifth Cause of Action for failing to provide proper itemized
19 wage statements, this Court enter judgment in favor of award Plaintiff and other aggrieved
20 former and current employees their wages, damages, liquidated damages, penalties, civil
21 penalties, attorney's fees, and costs of suit, all according to proof, pursuant to section
22 218.5 and other relevant sections of the Labor Code.

23 7. That, under the Sixth Cause of Action for failing to properly provide final
24 wages upon termination of employment, this Court enter judgment in favor of Plaintiff
25 and other aggrieved former and current employees and award them their wages, damages,
26 liquidated damages, penalties, civil penalties, attorney's fees, and costs of suit, all
27 according to proof, pursuant to section 218.5 and other relevant sections of the Labor
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1 Code.

2 8. That, under the Seventh Cause of Action for failing to properly indemnify
3 employees for their out of pocket expenses in violation of section 2802 of the California
4 Labor Code, this Court enter judgment in favor of Plaintiff and other aggrieved former
5 and current employees and award them their wages, damages, liquidated damages,
6 penalties, civil penalties, attorney's fees, and costs of suit, all according to proof, pursuant
7 to section 218.5 and other relevant sections of the Labor Code.

8 9. That, under the Eighth Cause of Action for taking improper deductions from
9 wages, this Court enter judgment in favor of Plaintiff and other aggrieved former and
10 current employees and award them their wages, damages, liquidated damages, penalties,
11 civil penalties, attorney's fees, and costs of suit, all according to proof, pursuant to section
12 218.5 and other relevant sections of the Labor Code.

13 10. That, under the Ninth Cause of Action for violation of the California
14 Business and Professions Code, this Court enter judgment in favor of Plaintiff and other
15 aggrieved former and current employees and award them their wages, damages, liquidated
16 damages, attorney's fees, and costs of suit, all according to proof, pursuant to the relevant
17 sections of the Business and Professions Code, deterring employment by Defendants or its
18 agents and employees of any future unlawful, unfair, or deceptive practice.

19 11. That, under the Tenth Causes of Action, this Court enter judgment in favor of
20 Plaintiffs and award them their wages, damages, liquidated damages, penalties, interest,
21 attorney's fees, and costs of suit, all according to proof, pursuant to the relevant sections
22 of the Labor Code.

23 12. That, under the Eleventh Causes of Action, this Court enter judgment in favor
24 of Plaintiffs and award them their wages, damages, liquidated damages, penalties, interest,
25 attorney's fees, and costs of suit, all according to proof, pursuant to the relevant sections
26 of the Labor Code.

27 13. That, under the Twelfth Causes of Action, this Court enter judgment in favor
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1 of Plaintiffs and award them their wages, damages, liquidated damages, penalties, interest,
2 attorney's fees, and costs of suit, all according to proof, pursuant to the relevant sections
3 of the Labor Code.

4 14. That, under the Thirteenth Causes of Action, this Court enter judgment in
5 favor of Plaintiffs and award them their wages, damages, liquidated damages, penalties,
6 interest, attorney's fees, and costs of suit, all according to proof, pursuant to the relevant
7 sections of the Labor Code.

8 15. That, under the Fourteenth Causes of Action, this Court enter judgment in
9 favor of Plaintiffs and award them their wages, damages, liquidated damages, penalties,
10 interest, attorney's fees, and costs of suit, all according to proof, pursuant to the relevant
11 sections of the Labor Code.

12 16. That, under the Fifteenth Causes of Action, this Court enter judgment in
13 favor of Plaintiffs and award them their wages, damages, liquidated damages, penalties,
14 interest, attorney's fees, and costs of suit, all according to proof, pursuant to the relevant
15 sections of the Labor Code.

16 17. For statutory attorney's fees pursuant to Labor Code sections 218.5, 227(e),
17 1194 and 29 U.S.C. section 216.

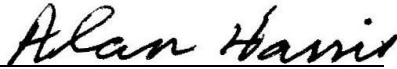
18 18. For costs of suit.

19 19. For prejudgment interest; and

20 20. For such other and further relief as this Court may deem proper and just.
21 Plaintiff demands a trial by jury as to all counts.

22
23 DATED: December 19, 2024

HARRIS & RUBLE



Alan Harris

David Garrett

Attorney for Plaintiffs