

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

2 Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

3 Nicholas J. De Blouw (State Bar #280922)

Jeffrey S. Herman (State Bar #280058)

4 jeffrey@bamlawca.com

2255 Calle Clara

La Jolla, CA 92037

5 Telephone: (858)551-1223

Facsimile: (858) 551-1232

6 Website: www.bamlawca.com

7 *Attorneys for Plaintiff*

ELECTRONICALLY FILED

Superior Court of California,

County of San Diego

12/9/2025 3:13:56 PM

Clerk of the Superior Court

By M. Schwenke ,Deputy Clerk

8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF SAN DIEGO**

10 ESMERALDA ELIA, individual, on behalf of
herself and on behalf of all persons similarly
situated,

11
12 Plaintiff,

13 vs.

14 RADY CHILDREN'S HOSPITAL-SAN
DIEGO, a California Corporation; and DOES 1
15 through 50, inclusive,

16
17 Defendants.

Case No. **24CU019549C**

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

1. UNFAIR COMPETITION IN VIOLATION OF
CAL. BUS. & PROF. CODE §§ 17200;
2. FAILURE TO PAY OVERTIME
COMPENSATION IN VIOLATION OF CAL.
LAB. CODE §§ 510, 1194 AND 1198;
3. FAILURE TO PROVIDE REQUIRED MEAL
PERIODS IN VIOLATION OF CAL. LAB. CODE
§§ 226.7 & 512 AND THE APPLICABLE IWC
WAGE ORDER;
4. FAILURE TO PROVIDE REQUIRED REST
PERIODS IN VIOLATION OF CAL. LAB. CODE
§§ 226.7 & 512 AND THE APPLICABLE IWC
WAGE ORDER;
5. FAILURE TO PROVIDE ACCURATE
ITEMIZED STATEMENTS IN VIOLATION OF
CAL. LAB. CODE § 226;
6. FAILURE TO PAY SICK WAGES IN
VIOLATION OF CAL. LAB CODE §§201-203, 233,
246;
7. FAILURE TO REIMBURSE EMPLOYEES FOR
REQUIRED EXPENSES IN VIOLATION OF CAL.
LAB. CODE § 2802;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN
VIOLATION OF CAL. LAB. CODE §§ 201, 202
AND 203; and
9. CIVIL PENALTIES PURSUANT TO LABOR
CODE § 2699, ET SEQ. FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 203, 204, 210, 218,
221, 226(A), 226.7, 227.3, 246, 510, 512,
558(A)(1)(2), 1194, 1198, 2802, CALIFORNIA
CODE OF REGULATIONS, TITLE 8, SECTION
11040, SUBDIVISION 5(A)-(B), CALIFORNIA
CODE OF REGULATIONS, TITLE 8, SECTION
1 1070(14) (FAILURE TO PROVIDE SEATING),
AND THE APPLICABLE WAGE ORDER(S).

DEMAND FOR A JURY TRIAL

1
2 Esmeralda Elia ("PLAINTIFF"), individual, on behalf of herself and all other similarly
3 situated current and former employees, allege on information and belief, except her own acts
4 and knowledge, the following:

5 **THE PARTIES**

6 1. Rady Children's Hospital-San Diego ("DEFENDANT") is a corporation that
7 conducts regular and substantial business in the State of California. DEFENDANT operates
8 a hospital in San Diego County.

9 2. PLAINTIFF was employed by DEFENDANT in California as a Clinical Research
10 Coordinator ("CRC") from September 11, 2023 to May 15, 2024. At all times relevant during
11 PLAINTIFF's employment with DEFENDANT, PLAINTIFF was classified as a salaried
12 employee exempt from overtime wages and other related benefits.

13 3. The position of a Clinical Research Coordinator was represented by
14 DEFENDANT to PLAINTIFF and the other Clinical Research Coordinators as an exempt and
15 a salaried position.

16 4. To successfully compete against the other hospitals and healthcare companies
17 DEFENDANT substantially reduced its labor costs by placing the labor burden on a smaller
18 number of employees. The goal of overtime laws includes expanding employment throughout
19 the workforce by putting financial pressure on the employer and nurturing a stout job market,
20 as well as the important public policy goal of protecting employees in a relatively weak
21 bargaining position against the unfair scheme of uncompensated overtime work. An employer's
22 obligation to pay its employees wages is more than a matter of private concern between the
23 parties. That obligation is founded on a compelling public policy judgment that employees are
24 entitled to work a livable number of hours at a livable wage. In addition, statutes and
25 regulations that compel employers to pay overtime relate to fundamental issues of social welfare
26 worthy of protection. The requirement to pay overtime wages extends beyond the benefits
27 individual workers receive because overtime wages discourage employers from concentrating
28 work in a few overburdened hands and encourage employers to instead hire additional

1 employees. Especially in today's economic climate, the importance of spreading available work
2 to reduce unemployment cannot be overestimated.

3 5. The employees employed in the position with DEFENDANT as Clinical Research
4 Coordinator all performed the same primary job duty which was to provide the core day-to-day
5 routine activities of DEFENDANT's business. PLAINTIFF and other Clinical Research
6 Coordinators performed the finite set of tasks of conducting intake evaluations using a checklist
7 provided by DEFENDANT, coordinating IRB applications, entering data obtained from the
8 clinical trials into electronic case report forms, completing checklists provided by
9 DEFENDANT which included quality checking documents and notifying doctors of the next
10 day's procedures, and acting as information liaisons between DEFENDANT and
11 DEFENDANT's clients all in accordance with DEFENDANT's business policies and practices
12 Clinical Research Coordinators performed all of their job functions according to established
13 company policies, protocols and procedures. According to DEFENDANT's company policy,
14 while performing the job functions of a Clinical Research Coordinator, the Clinical Research
15 Coordinators were and are required from time to time to work in excess of eight (8) hours each
16 workday and more than forty (40) hours each workweek. PLAINTIFF and the other Clinical
17 Research Coordinators primarily performed the overwhelmingly routine day-to-day duties
18 described above and as such their work was not directly related to the management policies or
19 general business operations of DEFENDANT.

20 6. Given the circumstances of the job functions performed by the PLAINTIFF and
21 the other Clinical Research Coordinators, PLAINTIFF and other Clinical Research Coordinators
22 did not primarily perform office or non-manual work directly related to policymaking and/or
23 the general business operations of DEFENDANT. The work of the PLAINTIFF and the other
24 Clinical Research Coordinators did not require special training, experience and/or knowledge
25 and also did not involve the use of discretion and independent judgment with respect to matters
26 of significance of the enterprise. Instead, PLAINTIFF and the other Clinical Research
27 Coordinators primary job duty was and is performing day-to-day routine and mundane data
28 entry and following established checklists provided to them by DEFENDANT. PLAINTIFF

1 and the other Clinical Research Coordinators , are non-exempt employees and are entitled to
2 overtime compensation. Therefore, PLAINTIFF, and all the other Clinical Research
3 Coordinators should have been properly classified as non-exempt employees.

4 7. For DEFENDANT's business, the PLAINTIFF and other Clinical Research
5 Coordinators functioned as working members for DEFENDANT. As defined by
6 DEFENDANT's comprehensive corporate policies and procedures, the primary job duty of the
7 CALIFORNIA CLASS members employed by DEFENDANT was and is to perform day-to-day
8 routine and mundane data entry and filling out checklists in accordance with DEFENDANT's
9 established specific protocols and procedures which govern and control every important aspect
10 of the work performed by the Clinical Research Coordinators . These standardized procedures
11 mirror the realities of the workplace evidencing a uniformity of work among the Clinical
12 Research Coordinators and negated any exercise of independent judgment and discretion as to
13 any matter of significance.

14 8. The work schedule for the Clinical Research Coordinators was set by
15 DEFENDANT. From time to time PLAINTIFF and other Clinical Research Coordinators work
16 in excess of eight (8) hours in a workday and more than forty (40) hours in a workweek.

17 9. PLAINTIFF and the other Clinical Research Coordinators members were not
18 provided overtime compensation and other benefits required by law as a result of being
19 classified as "exempt" by DEFENDANT.

20 10. PLAINTIFF brings this Class Action on behalf of herself and a California class,
21 defined as all individuals who are or previously were employed by DEFENDANT, Rady
22 Children's Health, sued herein as Rady Children's Hospital-San Diego, ("DEFENDANT") who
23 were classified as exempt Clinical Research Coordinators in the Stat of California (the
24 "CALIFORNIA CLASS"), from October 28, 2020 through June 26, 2025 (the "CALIFORNIA
25 CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA
26 CLASS Members is under five million dollars (\$5,000,000.00).

27 11. As a matter of company policy, practice, and procedure, DEFENDANT has
28 unlawfully, unfairly and/or deceptively classified every Clinical Research Coordinator as

1 exempt based on job title alone, failed to pay required overtime compensation and otherwise
2 failed to comply with all applicable labor laws with respect to these Clinical Research
3 Coordinators.

4 12. The true names and capacities, whether individual, corporate, subsidiary,
5 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
6 unknown to the PLAINTIFF who therefore sues these Defendants by such fictitious names
7 pursuant to Cal. Civ. Proc. Code § 474. The PLAINTIFF will seek leave to amend this
8 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they
9 are ascertained. PLAINTIFF is informed and believes, and based upon that information and
10 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
11 inclusive, are responsible in some manner for one or more of the events and happenings that
12 proximately caused the injuries and damages hereinafter alleged.

13 13. The agents, servants and/or employees of the Defendants and each of them acting
14 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
15 agent, servant and/or employee of the Defendants, and personally participated in the conduct
16 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
17 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
18 all Defendants are jointly and severally liable to the PLAINTIFF and the other members of the
19 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
20 Defendants' agents, servants and/or employees.

21 22 THE CONDUCT

23 14. The finite set of tasks required of the PLAINTIFF and the other Clinical Research
24 Coordinators as defined by DEFENDANT was executed by the PLAINTIFF and other Clinical
25 Research Coordinators through the performance of non-exempt data entry and following
26 established checklists within a defined skill set.

27 15. Although the PLAINTIFF and the Clinical Research Coordinators other primarily
28 performed non-exempt labor, DEFENDANT instituted a blanket classification policy, practice
and procedure by which the PLAINTIFF and other Clinical Research Coordinators were

1 classified as exempt from overtime compensation and other related benefits. By reason of this
2 uniform exemption practice, policy and procedure applicable to the PLAINTIFF and the other
3 Clinical Research Coordinators who performed this non-exempt labor, DEFENDANT
4 committed acts of unfair competition in violation of the California Unfair Competition law, Cal.
5 Bus. & Prof. Code §§ 17200,(the "UCL"), by engaging in a company-wide policy, practice and
6 procedure which failed to properly classifi y the PLAINTIFF and the other Clinical Research
7 Coordinators and thereby failed to pay them overtime wages for documented overtime worked.
8 The proper classification of these employees is DEFENDANT's legal burden. As a result of
9 DEFENDANT's intentional disregard of the obligation to meet this burden, DEFENDANT
10 failed to pay all required overtime compensation for work performed by the PLAINTIFF and
11 other Clinical Research Coordinators and violated the California Labor Code and regulations
12 promulgated thereunder as herein alleged. In addition, DEFENDANT failed to provide all the
13 legally required off-duty meal and rest breaks to the PLAINTIFF and the other CALIFORNIA
14 CLASS Members as required by the applicable Wage Order and Labor Code. DEFENDANT
15 did not have a policy or practice which provided meal and rest breaks to the PLAINTIFF and
16 the other CALIFORNIA CLASS Members. As a result, DEFENDANT's failure to provide the
17 PLAINTIFF and the CALIFORNIA CLASS Members with legally required meal and rest
18 breaks is evidenced by DEFENDANT's business records which contain no record of these
19 breaks.

20 16. DEFENDANT, as a matter of law, have the burden of proving that (a) employees
21 were properly classified as exempt and that (b) DEFENDANT otherwise complied with
22 applicable laws. Other than the initial classification of the PLAINTIFF and the CALIFORNIA
23 CLASS members as exempt from being paid overtime based on job title alone, DEFENDANT
24 had no business policy, practice, or procedure to ensure that the PLAINTIFF and the
25 CALIFORNIA CLASS members were properly classified as exempt, and in fact, as a matter
26 of corporate policy erroneously and unilaterally classified the PLAINTIFF and the
27 CALIFORNIA CLASS members as exempt based on job title alone.

28 17. The PLAINTIFF and the CALIFORNIA CLASS members, primarily performed
non-exempt job duties during their employment with DEFENDANT, but were nevertheless

1 classified by DEFENDANT as exempt from overtime pay and from time to time worked more
2 than eight (8) hours a day and in excess of forty (40) hours a week.

3 18. PLAINTIFF and the CALIFORNIA CLASS members employed by
4 DEFENDANT were not primarily engaged in work of a type that was or now is directly related
5 to the management or general business operation of the employer's customers, when giving
6 these words a fair but narrow construction. PLAINTIFF and the CALIFORNIA CLASS
7 members employed by DEFENDANT were also not primarily engaged in work of a type that
8 was or now is performed at the level of the policy or management of DEFENDANT.
9 PLAINTIFF and the CALIFORNIA CLASS members employed by DEFENDANT were also
10 not primarily engaged in work requiring knowledge of an advanced type in a field or science
11 or learning customarily acquired by a prolonged course of specialized intellectual instruction
12 and study, but rather their work primarily involved the performance of routine mental, manual,
13 and/or physical processes. PLAINTIFF and the CALIFORNIA CLASS members employed by
14 DEFENDANT were also not primarily engaged in work that is predominantly intellectual and
15 varied in character, but rather was routine mental, manual, mechanical, and/or physical work
16 that was of such character that the output produced or the result accomplished could be
17 standardized in relation to a given period of time.

18 19. The fact that the work of PLAINTIFF and the CALIFORNIA CLASS members
19 may have involved work using a specialized skill set or technical abilities in a defined technical
20 area does not mean that the PLAINTIFF and the CALIFORNIA CLASS members employed
21 by DEFENDANT were exempt from overtime wages. Indeed, the exercise of discretion and
22 independent judgment must be more than the use of a highly technical skill set described in a
23 manual or other source. The work that the PLAINTIFF and the CALIFORNIA CLASS
24 members employed by DEFENDANT were primarily engaged in performing day-to-day
25 mundane and routine food handling which was work that was required to be performed as part
26 of the day-to-day-business of DEFENDANT. As a result, the PLAINTIFF and the other
27 CALIFORNIA CLASS members employed by DEFENDANT were primarily engaged in work
28 that was not directly related to the management policies or general business operations of
DEFENDANT and therefore should have been properly classified as non-exempt employees.

1 20. PLAINTIFF and the other CALIFORNIA CLASS members were classified as
2 exempt from California overtime and related laws by DEFENDANT, however, these employees
3 did not have managerial duties or authority. PLAINTIFF and the CALIFORNIA CLASS
4 members performed ongoing day-to-day non-exempt activities. Furthermore, the PLAINTIFF
5 and other CALIFORNIA CLASS members were tightly controlled by company policy and by
6 their managers, did not exercise discretion or independent judgment as to matters of
7 significance, and their job duties were not directly related to DEFENDANT's management
8 policies or general business operation.

9 21. PLAINTIFF and all other CALIFORNIA CLASS members are and were
10 uniformly classified and treated by DEFENDANT as exempt at the time of hire and thereafter,
11 DEFENDANT failed to take the proper steps to determine whether the PLAINTIFF, and other
12 CALIFORNIA CLASS members, were properly classified under the applicable Industrial
13 Welfare Commission Wage Order (Wage Order 4-2001) and Cal. Lab. Code §§ 510, as exempt
14 from applicable California labor laws. Since DEFENDANT affirmatively and wilfully
15 misclassified the PLAINTIFF and other Clinical Research Coordinators in compliance with
16 California labor laws, DEFENDANT'S practices violated and continue to violate California
17 law. In addition, DEFENDANT acted deceptively by falsely and fraudulently telling the
18 PLAINTIFF and other Clinical Research Coordinators that they were exempt from overtime
19 pay when DEFENDANT knew or should have known that this statement was false and not
20 based on known facts. DEFENDANT also acted unfairly by violating the California labor laws,
21 and as a result of this policy and practice, DEFENDANT also violated the UCL. In doing so,
22 DEFENDANT cheated the competition by paying the CALIFORNIA CLASS less than the
23 amount competitors paid who complied with the law and cheated the CALIFORNIA CLASS
24 by not paying them in accordance with California law.

25 22. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
26 employees with an accurate itemized wage statement in writing showing, among other things,
27 gross wages earned and all applicable hourly rates, including overtime rates, in effect during the
28 pay period and the corresponding amount of time worked at each hourly rate. From time to
time, DEFENDANT violated Cal. Lab. Code § 226 by failing to provide wage statements that

1 identified the correct gross and net wages earned. Aside from the violations listed above,
2 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
3 requirements under California Labor Code 226. As a result, from time to time DEFENDANT
4 provided PLAINTIFF and the other members of the CALIFORNIA CLASS with wage
5 statements which violated Cal. Lab. Code § 226.

6 23. By reason of this uniform conduct applicable to the PLAINTIFF and all the
7 CALIFORNIA CLASS members, DEFENDANT committed acts of unfair competition in
8 violation of the California Unfair Competition law, Cal. Bus. & Prof. Code §§ 17200, (the
9 "UCL"), by engaging in a company-wide policy and procedure which failed to correctly classify
10 the PLAINTIFF and the members of the CALIFORNIA CLASS as non-exempt. The proper
11 classification of these employees is DEFENDANT's burden. As a result of DEFENDANT's
12 intentional disregard of the obligation to meet this burden, DEFENDANT failed to properly
13 calculate and/or pay all required overtime compensation for work performed by the members
14 of the CALIFORNIA CLASS and violated the applicable Wage Order, the California Labor
15 Code and the regulations promulgated thereunder as herein alleged.

16 24. DEFENDANT underpaid sick pay wages to PLAINTIFF and other CALIFORNIA
17 CLASS Members by failing to pay such wages at the regular rate of pay in violation of Cal.
18 Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-
19 discretionary remuneration, including but not limited to, incentives, shift differential pay, and
20 bonuses. Rather than pay sick pay at the regular rate of pay, DEFENDANT underpays sick pay
21 to PLAINTIFF and other CALIFORNIA CLASS Members at their base rates of pay.

22 25. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
23 employees be calculated by dividing the employee's total wages, not including overtime
24 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days
25 of employment.

26 26. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at
27 the regular rate of pay. PLAINTIFF and CALIFORNIA CLASS Members routinely earned non-
28 discretionary incentive wages which increased their regular rate of pay. However, when sick pay
was paid, it was paid at the base rate of pay for PLAINTIFF and members of the CALIFORNIA

1 CLASS, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab. Code
2 Section 246.

3 27. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and
4 other members of the CALIFORNIA CLASS their correct wages and accordingly owe waiting
5 time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
6 believes and based thereon alleges that such failure to pay sick pay at regular rate was willful,
7 such that PLAINTIFF and/or members of the CALIFORNIA CLASS whose employment has
8 separated are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

9 28. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
10 to collect or receive from an employee any part of wages theretofore paid by said employer to
11 said employee." DEFENDANT fails to pay all compensation due to PLAINTIFF and other
12 CALIFORNIA LABOR SUB-CLASS Members, makes unlawful deductions from
13 compensation payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members,
14 fails to disclose all aspects of the deductions from compensation payable to PLAINTIFF and
15 CALIFORNIA LABOR SUB-CLASS Members, and thereby fails to pay these employees all
16 wages due at each applicable pay period and upon termination. PLAINTIFF and members of
17 the CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal deductions from wages
18 according to proof, related penalties, interest, attorney fees and costs.

19 29. DEFENDANT intentionally and knowingly fails to reimburse and indemnify
20 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses
21 incurred by the PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence
22 of discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
23 2802, employers are required to indemnify employees for all expenses incurred in the course
24 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
25 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
26 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
27 directions of the employer, even though unlawful, unless the employee, at the time of obeying
28 the directions, believed them to be unlawful."

30. In the course of their employment PLAINTIFF and other CALIFORNIA CLASS

1 Members as a business expense, were required by DEFENDANT to use their own personal
2 cellular phones as a result of and in furtherance of their job duties as employees for
3 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated
4 with the use of their personal cellular phones for DEFENDANT's benefit. Specifically,
5 PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANT to use
6 their personal cellular phones. As a result, in the course of their employment with
7 DEFENDANT, PLAINTIFF and other members of the CALIFORNIA CLASS incurred
8 unreimbursed business expenses which included, but were not limited to, costs related to the use
9 of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

10 31. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and
11 other members of the CALIFORNIA CLASS their correct wages and accordingly owe waiting
12 time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
13 believes and based thereon alleges that such failure to pay sick pay at regular rate was willful,
14 such that PLAINTIFF and members of the CALIFORNIA CLASS whose employment has
15 separated are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.
16 The amount in controversy for PLAINTIFF individually does not exceed the sum or value of
17 \$75,000.

18 THE CALIFORNIA CLASS

19
20 32. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive
21 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, (the "UCL") as a Class Action,
22 pursuant to California Code of Civil Procedure Section 382, on behalf of a California Class,
23 defined as all individuals who are or previously were employed by DEFENDANT, Rady
24 Children's Health, sued herein as Rady Children's Hospital-San Diego, ("DEFENDANT") who
25 were classified as exempt Clinical Research Coordinators in the State of California (the
26 "CALIFORNIA CLASS"), from October 28, 2020 through June 26, 2025 (the "CALIFORNIA
27 CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA
28 CLASS Members is under five million dollars (\$5,000,000.00).

1 33. To the extent equitable tolling operates to toll claims by the CALIFORNIA
2 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
3 accordingly.

4 34. DEFENDANT, as a matter of corporate policy, practice and procedure, and in
5 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order
6 Requirements, and the applicable provisions of California law, intentionally, knowingly, and
7 wilfully, engages in a practice whereby DEFENDANT unfairly, unlawfully, and deceptively
8 instituted a practice to ensure that the employees employed in a CM position are not properly
9 classified as non-exempt from the requirements of California Labor Code §§ 510.

10 35. DEFENDANT has the burden of proof to make sure that each and every employee
11 is properly classified as exempt from the requirements of the Cal. Lab. Code §§ 510.
12 DEFENDANT, however, as a matter of uniform policy and procedure had in place during the
13 CALIFORNIA CLASS PERIOD and still has in place a policy and practice that misclassifies
14 the CALIFORNIA CLASS Members as exempt. DEFENDANT's uniform policy and practice
15 in place at all times during the CALIFORNIA CLASS PERIOD and currently in place is to
16 systematically classify each and every CALIFORNIA CLASS Member as exempt from the
17 requirements of the California Labor Code §§ 510. This common business practice applicable
18 to each and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as
19 unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, (the
20 "UCL") as causation, damages, and reliance are not elements of this claim.

21 36. At no time during PLAINTIFF's employment with DEFENDANT has any
22 Clinical Research Coordinator been reclassified as non-exempt from the applicable
23 requirements of California Labor Code §§ 510, after each CALIFORNIA CLASS Member was
24 initially, uniformly, and systematically classified as exempt upon being hired.

25 37. Any individual declarations of any employees offered at this time purporting to
26 indicate that one or more Clinical Research Coordinators may have been properly classified
27 is of no force or affect absent contemporaneous evidence that DEFENDANT's uniform system
28 did not misclassify PLAINTIFF and the other CALIFORNIA CLASS Members as exempt

1 pursuant to Cal. Lab. Code §§ 510, absent proof of such a contemporaneous system,
2 DEFENDANT's business practice is uniformly unlawful, unfair and/or deceptive under the
3 UCL and may be so adjudicated on a class-wide basis. As a result of the UCL violations,
4 PLAINTIFF and the CALIFORNIA CLASS Members are entitled to compel DEFENDANT
5 to provide restitutionary disgorgement of their ill-gotten gains into a fluid fund in order to
6 retribute these funds to PLAINTIFF and the CALIFORNIA CLASS Members according to
7 proof.

8 38. The CALIFORNIA CLASS is so numerous that joinder of all CALIFORNIA
9 CLASS Members is impracticable.

10 39. DEFENDANT uniformly violated the rights of the CALIFORNIA CLASS under
11 California law by:

- 12 (a) Violating the California Unfair Competition laws, Cal. Bus. & Prof. Code
13 §§ 17200, (the "UCL"), by unlawfully, unfairly and/or deceptively having
14 in place company policies, practices and procedures that uniformly
15 misclassified PLAINTIFF and the members of the CALIFORNIA CLASS
16 as exempt;
- 17 (b) Committing an act of unfair competition in violation of the UCL, by
18 unlawfully, unfairly, and/or deceptively failing to have in place a company
19 policy, practice and procedure that accurately determines the amount of
20 working time spent by PLAINTIFF and the members of the
21 CALIFORNIA CLASS performing non-exempt labor;
- 22 (c) Committing an act of unfair competition in violation of the UCL, by
23 having in place a company policy, practice and procedure that fails to
24 reclassify as non-exempt those members of the CALIFORNIA CLASS
25 whose actual tasks were comprised of non-exempt job functions;
- 26 (d) Committing an act of unfair competition in violation of the UCL, by
27 violating Cal. Lab. Code §§ 510, by failing to pay the correct overtime pay
28 to PLAINTIFF and the members of the CALIFORNIA CLASS who are

1 improperly classified as exempt, and retaining the unpaid overtime to the
2 benefit of DEFENDANT; and,

- 3 (e) Committing an act of unfair competition in violation of the UCL, by
4 failing to provide mandatory meal and/or rest breaks to PLAINTIFF and
5 the CALIFORNIA CLASS members.

6 40. This Class Action meets the statutory prerequisites for the maintenance of a Class
7 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 8 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
9 that the joinder of all such persons is impracticable and the disposition of
10 their claims as a class will benefit the parties and the Court;
- 11 (b) Nearly all factual, legal, statutory, and declaratory relief issues that are
12 raised in this Complaint are common to the CALIFORNIA CLASS will
13 apply uniformly to every member of the CALIFORNIA CLASS;
- 14 (c) The claims of the representative PLAINTIFF are typical of the claims of
15 each member of the CALIFORNIA CLASS. PLAINTIFF, like all the
16 other members of the CALIFORNIA CLASS, was initially classified as
17 exempt upon hiring based on the defined corporate policies and practices
18 and labored under DEFENDANT's systematic procedure that fails to
19 properly classify as a non-exempt PLAINTIFF and the members of the
20 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a
21 result of DEFENDANT's employment practices. PLAINTIFF and the
22 members of the CALIFORNIA CLASS were and are similarly or
23 identically harmed by the same unlawful, deceptive, unfair and pervasive
24 pattern of misconduct engaged in by DEFENDANT by deceptively
25 advising all Clinical Research Coordinators that they were exempt from
26 overtime wages based on the defined corporate policies and practices, and
27 unfairly failing to pay overtime to these employees who were improperly
28 classified as exempt; and,

1 (d) The representative PLAINTIFF will fairly and adequately represent and
2 protect the interest of the CALIFORNIA CLASS, and has retained counsel
3 who are competent and experienced in Class Action litigation. There are
4 no material conflicts between the claims of the representative PLAINTIFF
5 and the members of the CALIFORNIA CLASS that would make class
6 certification inappropriate. Counsel for the CALIFORNIA CLASS will
7 vigorously assert the claims of all employees in the CALIFORNIA
8 CLASS.

9 41. In addition to meeting the statutory prerequisites to a Class Action, this Action
10 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

11 (a) Without class certification and determination of declaratory, statutory and
12 other legal questions within the class format, prosecution of separate
13 actions by individual members of the CALIFORNIA CLASS will create
14 the risk of:

15 1) Inconsistent or varying adjudications with respect to individual
16 members of the CALIFORNIA CLASS which would establish
17 incompatible standards of conduct for the parties opposing the
18 CALIFORNIA CLASS; and/or,

19 2) Adjudication with respect to individual members of the
20 CALIFORNIA CLASS which would as a practical matter be
21 dispositive of interests of the other members not party to the
22 adjudication or substantially impair or impede their ability to
23 protect their interests.

24 (b) The parties opposing the CALIFORNIA CLASS have acted or refused to
25 act on grounds generally applicable to the CALIFORNIA CLASS, making
26 appropriate class-wide relief with respect to the CALIFORNIA CLASS
27 as a whole in that DEFENDANT uniformly classified and treated the
28 Clinical Research Coordinators as exempt and, thereafter, uniformly failed

1 to take proper steps to determine whether the Clinical Research
2 Coordinators were properly classified as exempt, and thereby denied these
3 employees overtime wages as required by law;

4 1) With respect to the First Cause of Action, the final relief on behalf
5 of the CALIFORNIA CLASS sought does not relate exclusively to
6 restitution because through this claim the PLAINTIFF seeks
7 declaratory relief holding that DEFENDANT's policies and
8 practices constitute unfair competition, along with incidental
9 equitable relief as may be necessary to remedy the conduct declared
10 to constitute unfair competition;

11 (c) Common questions of law and fact exist as to the members of the
12 CALIFORNIA CLASS, with respect to the practices and violations of
13 California law as listed above, and predominate over any question
14 affecting only individual CALIFORNIA CLASS Members, and a Class
15 Action is superior to other available methods for the fair and efficient
16 adjudication of the controversy, including consideration of:

17 1) The interests of the members of the CALIFORNIA CLASS in
18 individually controlling the prosecution or defense of separate
19 actions in that the substantial expense of individual actions will be
20 avoided to recover the relatively small amount of economic losses
21 sustained by the individual CALIFORNIA CLASS Members when
22 compared to the substantial expense and burden of individual
23 prosecution of this litigation;

24 2) Class certification will obviate the need for unduly duplicative
25 litigation that would create the risk of:

26 A. Inconsistent or varying adjudications with respect to
27 individual members of the CALIFORNIA CLASS, which
28 would establish incompatible standards of conduct for

1 DEFENDANT; and/or,

2 B. Adjudications with respect to individual members of the
3 CALIFORNIA CLASS would as a practical matter be
4 dispositive of the interests of the other members not parties
5 to the adjudication or substantially impair or impede their
6 ability to protect their interests;

7 3) In the context of wage litigation because as a practical matter a
8 substantial number of individual CALIFORNIA CLASS Members
9 will avoid asserting their legal rights out of fear of retaliation by
10 DEFENDANT, which may adversely affect an individual's job
11 with DEFENDANT or with a subsequent employer, the Class
12 Action is the only means to assert their claims through a
13 representative; and,

14 4) A Class Action is superior to other available methods for the fair
15 and efficient adjudication of this litigation because class treatment
16 will obviate the need for unduly and unnecessary duplicative
17 litigation that is likely to result in the absence of certification of
18 this Action pursuant to Cal. Code of Civ. Proc. § 382.

19 42. This Court should permit this Action to be maintained as a Class Action pursuant
20 to Cal. Code of Civ. Proc. § 382, because:

21 (a) The questions of law and fact common to the CALIFORNIA CLASS
22 predominate over any question affecting only individual CALIFORNIA
23 CLASS Members because DEFENDANT's employment practices were
24 uniform and systematically applied with respect to the CALIFORNIA
25 CLASS;

26 (b) A Class Action is superior to any other available method for the fair and
27 efficient adjudication of the claims of the members of the CALIFORNIA
28 CLASS because in the context of employment litigation a substantial

1 number of individual CALIFORNIA CLASS Members will avoid
2 asserting their rights individually out of fear of retaliation or adverse
3 impact on their employment;

4 (c) The members of the CALIFORNIA CLASS are so numerous that it is
5 impractical to bring all members of the CALIFORNIA CLASS before the
6 Court;

7 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be
8 able to obtain effective and economic legal redress unless the action is
9 maintained as a Class Action;

10 (e) There is a community of interest in obtaining appropriate legal and
11 equitable relief for the acts of unfair competition, statutory violations and
12 other improprieties, and in obtaining adequate compensation for the
13 injuries which DEFENDANT's actions have inflicted upon the
14 CALIFORNIA CLASS;

15 (f) There is a community of interest in ensuring that the combined assets of
16 DEFENDANT are sufficient to adequately compensate the members of the
17 CALIFORNIA CLASS for the injuries sustained;

18 (g) DEFENDANT has acted or refused to act on grounds generally applicable
19 to the CALIFORNIA CLASS, thereby making final class-wide relief
20 appropriate with respect to the CALIFORNIA CLASS as a whole;

21 (h) The members of the CALIFORNIA CLASS are readily ascertainable from
22 the business records of DEFENDANT. The CALIFORNIA CLASS
23 consists of all DEFENDANT's Clinical Research Coordinators who were
24 classified as exempt and who were employed in California during the
25 CALIFORNIA CLASS PERIOD; and,

26 (i) Class treatment provides manageable judicial treatment calculated to bring
27 an efficient and rapid conclusion to all litigation of all wage and hour
28 related claims arising out of the conduct of DEFENDANT as to the

1 members of the CALIFORNIA CLASS.

2 43. DEFENDANT maintains records from which the Court can ascertain and identify
3 by name and job title, each of DEFENDANT's employees who have been systematically,
4 intentionally and uniformly subjected to DEFENDANT's corporate policies, practices and
5 procedures as herein alleged. PLAINTIFF will seek leave to amend the Complaint to include
6 any additional job titles of similarly situated employees when they have been identified.

7 **THE CALIFORNIA LABOR SUB-CLASS**

8 44. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh, and
9 Eighth Causes of Action on behalf of a California sub-class, defined as all members of the
10 CALIFORNIA CLASS who were employed by DEFENDANT, Rady Children's Health, sued
11 herein as Rady Children's Hospital-San Diego, ("DEFENDANT") who were classified as
12 exempt Clinical Research Coordinators in the State of California (the "CALIFORNIA LABOR
13 SUB-CLASS"), from October 28, 2020 through June 26, 2025 (the "CALIFORNIA LABOR
14 SUB-CLASS PERIOD") pursuant to California Code of Civil Procedure § 382. The amount
15 in controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS Members is
16 under five million dollars (\$5,000,000.00).

17 45. DEFENDANT, as a matter of corporate policy, practice and procedure, and in
18 violation of the applicable California Labor Code ("Labor Code"), and Industrial Welfare
19 Commission ("IWC") Wage Order Requirements intentionally, knowingly, wilfully, and
20 systematically misclassified the PLAINTIFF and the other members of the CALIFORNIA
21 CLASS and the CALIFORNIA LABOR SUB-CLASS as exempt from overtime wages and
22 other labor laws based on DEFENDANT's comprehensive policies and procedures in order to
23 avoid the payment of overtime wages by misclassifying their positions as exempt from overtime
24 wages and other labor laws. To the extent equitable tolling operates to toll claims by the
25 CALIFORNIA LABOR SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR
26 SUB-CLASS PERIOD should be adjusted accordingly.

27 46. DEFENDANT maintains records from which the Court can ascertain and identify
28 by job title each of DEFENDANT's employees who as CALIFORNIA LABOR SUB-CLASS

1 Members have been systematically, intentionally and uniformly misclassified as exempt as a
2 matter of DEFENDANT's corporate policies, practices and procedures. PLAINTIFF will seek
3 leave to amend the Complaint to include these additional job titles when they have been
4 identified.

5 47. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
6 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

7 48. Common questions of law and fact exist as to members of the CALIFORNIA
8 LABOR SUB-CLASS, including, but not limited, to the following:

- 9 (a) Whether DEFENDANT unlawfully fails to pay overtime compensation
10 to members of the CALIFORNIA LABOR SUB-CLASS in violation of
11 the California Labor Code and California regulations and the applicable
12 California Wage Order;
- 13 (b) Whether the members of the CALIFORNIA LABOR SUB-CLASS are
14 non-exempt employees entitled to overtime compensation for overtime
15 worked under the overtime pay requirements of California law;
- 16 (c) Whether DEFENDANT's policy and practice of classifying the
17 CALIFORNIA LABOR SUB-CLASS Members as exempt from overtime
18 compensation and failing to pay the CALIFORNIA LABOR SUB-CLASS
19 Members overtime violate applicable provisions of California law;
- 20 (d) Whether DEFENDANT unlawfully fails to keep and furnish
21 CALIFORNIA LABOR SUB-CLASS Members with accurate records of
22 overtime worked; and,
- 23 (e) The proper measure of damages and penalties owed to the members of the
24 CALIFORNIA LABOR SUB-CLASS.

25 49. DEFENDANT, as a matter of corporate policy, practice and procedure,
26 erroneously classifies all Clinical Research Coordinators as exempt from overtime wages and
27 other labor laws. All Clinical Research Coordinators, including PLAINTIFF, perform the same
28 finite set of tasks and are paid by DEFENDANT according to uniform and systematic company

1 procedures, which, as alleged herein above, fails to correctly pay overtime compensation. This
2 business practice has been uniformly applied to each and every member of the CALIFORNIA
3 LABOR SUB-CLASS, and therefore, the propriety of this conduct can be adjudicated on a
4 class-wide basis.

5 50. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS
6 under California law by:

- 7 (a) Violating Cal. Lab. Code §§ 510, by misclassifying and thereby failing to
8 pay PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
9 CLASS the correct overtime pay for a workday longer than eight (8) hours
10 and/or a workweek longer than forty (40) hours for which DEFENDANT
11 is liable pursuant to Cal. Lab. Code § 1194;
- 12 (b) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the
13 members of the CALIFORNIA LABOR SUB-CLASS who are improperly
14 classified as exempt with an accurate itemized statement in writing
15 showing the gross wages earned, the net wages earned, all applicable
16 hourly rates in effect during the pay period and the corresponding amount
17 of time worked at each hourly rate by the employee when these employees
18 worked overtime from time to time in a pay period;
- 19 (c) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
20 PLAINTIFF and the other members of the CALIFORNIA CLASS with all
21 legally required off-duty, uninterrupted thirty (30) minute meal breaks and
22 the legally required rest breaks;
- 23 (d) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
24 when an employee is discharged or quits from employment, the employer
25 must pay the employee all wages due without abatement, by failing to
26 tender full payment and/or restitution of wages owed or in the manner
27 required by California law to the members of the CALIFORNIA LABOR
28 SUB-CLASS who have terminated their employment; and,

- 1 (e) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and
2 the CALIFORNIA LABOR SUB-CLASS members with necessary
3 expenses incurred in the discharge of their job duties.

4 51. This Class Action meets the statutory prerequisites for the maintenance of a Class
5 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 6 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are
7 so numerous that the joinder of all such persons is impracticable and the
8 disposition of their claims as a class will benefit the parties and the Court;
- 9 (b) Nearly all factual, legal, statutory, and declaratory relief issues that are
10 raised in this Complaint are common to the CALIFORNIA LABOR SUB-
11 CLASS and will apply uniformly to every member of the CALIFORNIA
12 LABOR SUB-CLASS;
- 13 (c) The claims of the representative PLAINTIFF are typical of the claims of
14 each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF,
15 like all the other members of the CALIFORNIA LABOR SUB-CLASS,
16 was improperly classified as exempt and denied overtime pay as a result
17 of DEFENDANT's systematic classification practices. PLAINTIFF and
18 all the other members of the CALIFORNIA LABOR SUB-CLASS
19 sustained economic injuries arising from DEFENDANT's violations of
20 the laws of California; and,
- 21 (d) The representative PLAINTIFF will fairly and adequately represent and
22 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has
23 retained counsel who are competent and experienced in Class Action
24 litigation. There are no material conflicts between the claims of the
25 representative PLAINTIFF and the members of the CALIFORNIA
26 LABOR SUB-CLASS that would make class certification inappropriate.
27 Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously
28 assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

1 52. In addition to meeting the statutory prerequisites to a Class Action, this Action
2 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

3 (a) Without class certification and determination of declaratory, statutory and
4 other legal questions within the class format, prosecution of separate
5 actions by individual members of the CALIFORNIA LABOR SUB-
6 CLASS will create the risk of:

7 1) Inconsistent or varying adjudications with respect to individual
8 members of the CALIFORNIA LABOR SUB-CLASS which
9 would establish incompatible standards of conduct for the parties
10 opposing the CALIFORNIA LABOR SUB-CLASS; or,

11 2) Adjudication with respect to individual members of the
12 CALIFORNIA LABOR SUB-CLASS which would as a practical
13 matter be dispositive of interests of the other members not party to
14 the adjudication or substantially impair or impede their ability to
15 protect their interests.

16 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted
17 or refused to act on grounds generally applicable to the CALIFORNIA
18 LABOR SUB-CLASS, making appropriate class-wide relief with respect
19 to the CALIFORNIA LABOR SUB-CLASS as a whole in that
20 DEFENDANT uniformly classified and treated the Clinical Research
21 Coordinators as exempt and, thereafter, uniformly failed to take proper
22 steps to determine whether the Clinical Research Coordinators were
23 properly classified as exempt, and thereby denied these employees
24 overtime wages as required by law;

25 (c) Common questions of law and fact predominate as to the members of the
26 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and
27 violations of California law as listed above, and predominate over any
28 question affecting only individual CALIFORNIA LABOR SUB-CLASS
 Members, and a Class Action is superior to other available methods for

1 the fair and efficient adjudication of the controversy, including
2 consideration of:

- 3 1) The interests of the members of the CALIFORNIA LABOR SUB-
4 CLASS in individually controlling the prosecution or defense of
5 separate actions in that the substantial expense of individual
6 actions will be avoided to recover the relatively small amount of
7 economic losses sustained by the individual CALIFORNIA
8 LABOR SUB-CLASS Members when compared to the substantial
9 expense and burden of individual prosecution of this litigation;
- 10 2) Class certification will obviate the need for unduly duplicative
11 litigation that would create the risk of:
 - 12 A. Inconsistent or varying adjudications with respect to
13 individual members of the CALIFORNIA LABOR SUB-
14 CLASS, which would establish incompatible standards of
15 conduct for DEFENDANT; and/or,
 - 16 B. Adjudications with respect to individual members of the
17 CALIFORNIA LABOR SUB-CLASS would as a practical
18 matter be dispositive of the interests of the other members
19 not parties to the adjudication or substantially impair or
20 impede their ability to protect their interests;
- 21 3) In the context of wage litigation because a substantial number of
22 individual CALIFORNIA LABOR SUB-CLASS Members will
23 avoid asserting their legal rights out of fear of retaliation by
24 DEFENDANT, which may adversely affect an individual's job
25 with DEFENDANT or with a subsequent employer, the Class
26 Action is the only means to assert their claims through a
27 representative; and,
- 28 4) A Class Action is superior to other available methods for the fair
and efficient adjudication of this litigation because class treatment

1 will obviate the need for unduly and unnecessary duplicative
2 litigation that is likely to result in the absence of certification of
3 this Action pursuant to Cal. Code of Civ. Proc. § 382.

4 53. This Court should permit this Action to be maintained as a Class Action pursuant
5 to Cal. Code of Civ. Proc. § 382, because:

- 6 (a) The questions of law and fact common to the CALIFORNIA LABOR
7 SUB-CLASS predominate over any question affecting only individual
8 CALIFORNIA LABOR SUB-CLASS Members;
- 9 (b) A Class Action is superior to any other available method for the fair and
10 efficient adjudication of the claims of the members of the CALIFORNIA
11 LABOR SUB-CLASS because in the context of employment litigation a
12 substantial number of individual CALIFORNIA LABOR SUB-CLASS
13 Members will avoid asserting their rights individually out of fear of
14 retaliation or adverse impact on their employment;
- 15 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
16 numerous that it is impractical to bring all members of the CALIFORNIA
17 LABOR SUB-CLASS before the Court;
- 18 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
19 Members, will not be able to obtain effective and economic legal redress
20 unless the action is maintained as a Class Action;
- 21 (e) There is a community of interest in obtaining appropriate legal and
22 equitable relief for the acts of unfair competition, statutory violations and
23 other improprieties, and in obtaining adequate compensation for the
24 damages and injuries which DEFENDANT's actions have inflicted upon
25 the CALIFORNIA LABOR SUB-CLASS;
- 26 (f) There is a community of interest in ensuring that the combined assets of
27 DEFENDANT are sufficient to adequately compensate the members of
28 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- (g) DEFENDANT has acted or refused to act on grounds generally applicable

1 to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-
2 wide relief appropriate with respect to the CALIFORNIA LABOR SUB-
3 CLASS as a whole;

4 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
5 ascertainable from the business records of DEFENDANT. The
6 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
7 CLASS Members who were employed by DEFENDANT in California
8 during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,

9 (i) Class treatment provides manageable judicial treatment calculated to bring
10 a efficient and rapid conclusion to all litigation of all wage and hour
11 related claims arising out of the conduct of DEFENDANT.

12 **JURISDICTION AND VENUE**

13 54. This Court has jurisdiction over this action pursuant to Cal. Code of Civ. Proc §
14 410.10 and Cal. Business & Professions Code § 17203. This action is brought as a Class Action
15 on behalf of similarly situated employees of DEFENDANT pursuant to Cal. Code of Civ. Proc.
16 § 382.

17 55. Venue is proper in this Court pursuant to California Code of Civil Procedure,
18 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
19 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
20 in this County and/or conducts substantial business in this County, and (ii) committed the
21 wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS
22 and CALIFORNIA LABOR SUB-CLASS.

23 **FIRST CAUSE OF ACTION**

24 **For Unlawful Business Practices**

25 **[Cal. Bus. And Prof. Code §§ 17200]**

26 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

27 56. PLAINTIFF, and the other members of the CALIFORNIA CLASS, realleges and
28 incorporates by this reference, as though fully set forth herein, the prior paragraphs of this

1 Complaint.

2 57. DEFENDANT is a "person" as that term is defined under Cal. Bus. and Prof.
3 Code § 17021.

4 58. California Business & Professions Code §§ 17200, (the "UCL") defines unfair
5 competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
6 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
7 competition as follows:

8 Any person who engages, has engaged, or proposes to engage in unfair
9 competition may be enjoined in any court of competent jurisdiction. The court
10 may make such orders or judgments, including the appointment of a receiver,
11 as may be necessary to prevent the use or employment by any person of any
12 practice which constitutes unfair competition, as defined in this chapter, or as
13 may be necessary to restore to any person in interest any money or property, real
14 or personal, which may have been acquired by means of such unfair
15 competition.

12 California Business & Professions Code § 17203.

13 59. By the conduct alleged herein, DEFENDANT has engaged and continues to
14 engage in a business practice which violates California law, including but not limited to, the
15 applicable Wage Order(s), the California Code of Regulations, and the California Labor Code
16 Sections 226.7, 510, 512, 1194, 1198, 2802 and the Fair Labor Standards Act and federal
17 regulations promulgated thereunder and for which this Court should issue declaratory and other
18 equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and
19 remedy the conduct held to constitute unfair competition, including restitution of wages
20 wrongfully withheld.

21 60. By the conduct alleged herein, DEFENDANT's practices are unlawful and unfair
22 in that these practices violate public policy, are immoral, unethical, oppressive, unscrupulous
23 or substantially injurious to employees, and are without valid justification or utility for which
24 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the
25 California Business & Professions Code, including restitution of wages wrongfully withheld.

26 61. By the conduct alleged herein, DEFENDANT's practices are deceptive and
27 fraudulent in that DEFENDANT's uniform policy and practice is to represent to PLAINTIFF
28 and other CALIFORNIA CLASS Members that they are exempt from overtime pay when in
fact these representations are false and likely to deceive, for which this Court should issue

1 injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution
2 of wages wrongfully withheld.

3 62. By the conduct alleged herein, DEFENDANT's practices are also unlawful, unfair
4 and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the other
5 members of the CALIFORNIA CLASS to be underpaid during their employment with
6 DEFENDANT.

7 63. By the conduct alleged herein, DEFENDANT's practices are also unfair and
8 deceptive in that DEFENDANT's uniform policies, practices and procedures fail to provide
9 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members.

10 64. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
11 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty
12 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay
13 for each workday in which a second off-duty meal period was not timely provided for each ten
14 (10) hours of work.

15 65. PLAINTIFF further demands on behalf of herself and on behalf of each
16 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off duty
17 paid rest period was not timely provided as required by law.

18 66. By and through the unlawful and unfair business practices described herein,
19 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
20 other members of the CALIFORNIA CLASS and have deprived them of valuable rights and
21 benefits guaranteed by law and contract, all to the detriment of these employees and to the
22 benefit of DEFENDANT so as to allow DEFENDANT to unfairly compete against competitors
23 who comply with the law.

24 67. All the acts described herein as violations of, among other things, the California
25 Labor Code, California Code of Regulations, the Industrial Welfare Commission Wage Orders,
26 are unlawful, are in violation of public policy, are immoral, unethical, oppressive, and
27 unscrupulous, and are likely to deceive employees, as herein alleged, and thereby constitute
28 deceptive, unfair and unlawful business practices in violation of Cal. Bus. and Prof. Code §§
17200.

1 68. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
2 and do, seek such relief as may be necessary to restore to them the money and property which
3 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
4 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
5 unfair business practices, including earned but unpaid overtime wages for all overtime worked.

6 69. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
7 entitled to, and do, seek a declaration that the described business practices were unlawful, unfair
8 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
9 engaging in any unlawful and unfair business practices in the future.

10 70. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
11 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices
12 of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated.
13 As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the
14 other members of the CALIFORNIA CLASS have suffered and will continue to suffer
15 irreparable legal and economic harm unless DEFENDANT are restrained from continuing to
16 engage in these unlawful and unfair business practices.

17
18 **SECOND CAUSE OF ACTION**

19 **For Failure To Pay Overtime Compensation**

20 **[Cal. Lab. Code §§ 510, 1194 and 1198]**

21 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
22 **Defendants)**

23 71. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
24 realleges and incorporates by this reference, as though fully set forth herein, the prior
25 paragraphs of this Complaint.

26 72. Cal. Lab. Code § 510 states in relevant part:

27 Eight hours of labor constitutes a day's work. Any work in excess of eight hours
28 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 no less than 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

1 compensated at the rate of no less than twice the regular rate of pay for an
2 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.

3 73. Cal. Lab. Code § 551 states that, "Every person employed in any occupation of
4 labor is entitled to one day's rest therefrom in seven."

5 74. Cal. Lab. Code § 552 states that, "No employer of labor shall cause his employees
6 to work more than six days in seven."

7 75. Cal. Lab. Code § 515(d) provides: "For the purpose of computing the overtime
8 rate of compensation required to be paid to a nonexempt full-time salaried employee, the
9 employee's regular hourly rate shall be 1/40th of the employee's weekly salary."

10 76. Cal. Lab. Code § 1194 states:

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

14 77. Cal. Lab. Code § 1198 provides: "The maximum hours of work and the standard
15 conditions of labor fixed by the commission shall be the maximum hours of work and the
16 standard conditions of labor for employees. The employment of any employee for longer hours
17 than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

18 78. DEFENDANT has intentionally and uniformly designated certain employees as
19 "exempt" employees, by their job title alone and without regard to DEFENDANT's realistic
20 expectations and actual overall requirements of the job, including PLAINTIFF and the other
21 members of the CALIFORNIA LABOR SUB-CLASS who work on the production and non-
22 managerial side of DEFENDANT's business. This is done in an illegal attempt to avoid
23 payment of overtime wages and other benefits in violation of the Cal. Lab. Code and Industrial
24 Welfare Commission requirements.

25 79. For an employee to be exempt as a bona fide "executive," all the following criteria
26 must be met and DEFENDANT has the burden of proving that:

27 (a) The employee's primary duty must be management of the enterprise, or of a
28 customarily recognized department or subdivision; and,

(b) The employee must customarily and regularly direct the work of at least two (2)

1 or more other employees; and,

2 (c) The employee must have the authority to hire and fire, or to command
3 particularly serious attention to his or her recommendations on such actions
4 affecting other employees; and,

5 (d) The employee must customarily and regularly exercise discretion and
6 independent judgment; and,

7 (e) The employee must be primarily engaged in duties which meet the test of
8 exemption.

9 No member of the CALIFORNIA LABOR SUB-CLASS was or is an executive because they
10 all fail to meet the requirements of being an "executive" within the meaning of the applicable
11 Wage Order.

12 80. For an employee to be exempt as a bona fide "administrator," all of the following
13 criteria must be met and DEFENDANT has the burden of proving that:

14 (a) The employee must perform office or non-manual work directly related to
15 management policies or general business operation of the employer; and,

16 (b) The employee must customarily and regularly exercise discretion and
17 independent judgment; and,

18 (c) The employee must regularly and directly assist a proprietor or an exempt
19 administrator; or,

20 (d) The employee must perform, under only general supervision, work requiring
21 special training, experience, or knowledge; or,

22 (e) The employee must execute special assignments and tasks under only general
23 supervision; and,

24 (f) The employee must be primarily engaged in duties which meet the test of
25 exemption.

26 No member of the CALIFORNIA LABOR SUB-CLASS was or is an administrator because
27 they all fail to meet the requirements for being an "administrator" under the applicable Wage
28 Order.

81. The Industrial Welfare Commission, in Wage Order 4-2001, at section

1 (1)(A)(3)(h), and Labor Code § 515 also set forth the requirements which must be complied
2 with to place an employee in the "professional" exempt category. For an employee to be
3 exempt as a bona fide "professional," all the following criteria must be met and DEFENDANT
4 has the burden of proving that:

5 (a) The employee is primarily engaged in an occupation commonly recognized as a
6 learned or artistic profession. For the purposes of this subsection, "learned or
7 artistic profession" means an employee who is primarily engaged in the
8 performance of:

- 9 1) Work requiring knowledge of an advanced type in a field or science or
10 learning customarily acquired by a prolonged course of specialized
11 intellectual instruction and study, as distinguished from a general
12 academic education and from an apprenticeship, and from training in the
13 performance of routine mental, manual, or physical processes, or work
14 that is an essential part or necessarily incident to any of the above work;
15 or,
16 2) Work that is original and creative in character in a recognized field of
17 artistic endeavor, and the result of which depends primarily on the
18 invention, imagination or talent of the employee or work that is an
19 essential part of or incident to any of the above work; and,
20 3) Whose work is predominately intellectual and varied in character (as
21 opposed to routine mental, manual, mechanical, or physical work) and is
22 of such character cannot be standardized in relation to a given period of
23 time.

24 (b) The employee must customarily and regularly exercise discretion and
25 independent judgment; and,

26 (c) The employee earns a monthly salary equivalent to no less than two (2) times the
27 state minimum wage for full-time employment.

28 No member of the CALIFORNIA LABOR SUB-CLASS was or is a professional because they
all fail to meet the requirements of being a "professional" within the meaning of the applicable

1 Wage Order.

2 82. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
3 do not fit the definition of an exempt executive, administrative, or professional employee
4 because:

5 (a) They did not work as executives or administrators; and,

6 (b) The professional exemption does not apply to the PLAINTIFF, nor to the other
7 members of the CALIFORNIA LABOR SUB-CLASS because they did not meet
8 all the applicable requirements to work under the professional exemption for the
9 reasons set forth above in this Complaint.

10 83. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF, and the
11 other members of the CALIFORNIA LABOR SUB-CLASS, from time to time worked more
12 than eight (8) hours in a workday and/or more than forty (40) hours in a workweek.

13 84. DEFENDANT fails to pay PLAINTIFF, and the other members of the
14 CALIFORNIA LABOR SUB-CLASS, overtime compensation for the time they worked in
15 excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510 and
16 1198, even though PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
17 CLASS, are required, permitted or suffered by DEFENDANT to work, and do in fact work,
18 overtime.

19 85. By virtue of DEFENDANT's unlawful failure to pay additional compensation
20 to PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, for their
21 overtime work, PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
22 CLASS, have suffered, and will continue to suffer, an economic injury in amounts which are
23 presently unknown to them and which will be ascertained according to proof at trial.

24 86. DEFENDANT knew or should have known that PLAINTIFF, and the other
25 members of the CALIFORNIA LABOR SUB-CLASS, are misclassified as exempt and
26 DEFENDANT elected, either through intentional malfeasance or gross nonfeasance, not to pay
27 them for their overtime labor as a matter of uniform corporate policy, practice and procedure.

28 87. Therefore, PLAINTIFF, and the other members of the CALIFORNIA LABOR
SUB-CLASS, request recovery of overtime compensation according to proof, interest, costs,

1 as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
2 by the Cal. Lab. Code and/or other statutes. To the extent overtime compensation is determined
3 to be owed to members of the CALIFORNIA LABOR SUB-CLASS who have terminated their
4 employment, DEFENDANT's conduct also violates Labor Code § 201 and/or 202, and
5 therefore these individuals are also to be entitled to waiting time penalties under Cal. Lab. Code
6 § 203, which penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-
7 CLASS Members. Further, PLAINTIFF, and the other members of the CALIFORNIA LABOR
8 SUB-CLASS, are entitled to seek and recover statutory costs.

9 88. In performing the acts and practices herein alleged in violation of labor laws and
10 refusing to provide the requisite overtime compensation, DEFENDANT acted and continues
11 to act intentionally, oppressively, and maliciously toward PLAINTIFF, and toward the other
12 members of the CALIFORNIA LABOR SUB-CLASS, with a conscious and utter disregard of
13 their legal rights, or the consequences to them, and with the despicable intent of depriving them
14 of their property and legal rights and otherwise causing them injury in order to increase
15 corporate profits at the expense of PLAINTIFF and the members of the CALIFORNIA LABOR
16 SUB-CLASS.

17 18 **THIRD CAUSE OF ACTION**

19 **For Failure to Provide Required Meal Periods**

20 **[Cal. Lab. Code §§ 226.7 & 512]**

21 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
22 **Defendants)**

23 89. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
24 realleges and incorporates by this reference, as though fully set forth herein, the prior
25 paragraphs of this Complaint.

26 90. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
27 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other
28 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and
Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA LABOR

1 SUB-CLASS MEMBERS did not prevent these employees from being relieved of all of their
2 duties for the legally required off-duty meal periods. As a result of their rigorous work
3 schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from
4 time to time not fully relieved of duty by DEFENDANT for their meal periods. Additionally,
5 DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
6 Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced
7 by DEFENDANT's business records from time to time. As a result, PLAINTIFF and other
8 members of the CALIFORNIA LABOR SUB-CLASS therefore forfeit meal breaks without
9 additional compensation and in accordance with DEFENDANT's strict corporate policy and
10 practice.

11 91. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
12 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-
13 CLASS Members who are not provided a meal period, in accordance with the applicable Wage
14 Order, one additional hour of compensation at each employee's regular rate of pay for each
15 workday that a meal period is not provided.

16 92. As a proximate result of the aforementioned violations, PLAINTIFF and
17 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
18 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
19 suit.

20 **FOURTH CAUSE OF ACTION**

21 **For Failure to Provide Required Rest Periods**

22 **[Cal. Lab. Code §§ 226.7 & 512]**

23 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
24 **Defendants)**

25 93. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
26 realleges and incorporates by this reference, as though fully set forth herein, the prior
27 paragraphs of this Complaint.

28 94. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members from time
to time are required to work in excess of four (4) hours without being provided ten (10) minute

1 rest periods. Further, these employees are denied their first rest periods of at least ten (10)
2 minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest
3 period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours,
4 and a first, second and third rest period of at least ten (10) minutes for some shifts worked of
5 ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA LABOR SUB-
6 CLASS Members are also not provided with one hour wages in lieu thereof. As a result of their
7 rigorous work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS
8 Members are periodically denied their proper rest periods by DEFENDANT and
9 DEFENDANT's managers.

10 95. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
11 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-
12 CLASS Members who are not provided a rest period, in accordance with the applicable Wage
13 Order, one additional hour of compensation at each employee's regular rate of pay for each
14 workday that rest period was not provided.

15 96. As a proximate result of the aforementioned violations, PLAINTIFF and
16 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
17 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
18 suit.

19 20 **FIFTH CAUSE OF ACTION**

21 **For Failure to Provide Accurate Itemized Statements**

22 **[Cal. Lab. Code § 226]**

23 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
24 **Defendants)**

25 97. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
26 realleges and incorporates by this reference, as though fully set forth herein, the prior
27 paragraphs of this Complaint.

28 98. Cal. Labor Code § 226 provides that an employer must furnish employees with
an "accurate itemized" statement in writing showing:

- 1 (1) gross wages earned,
- 2 (2) total hours worked by the employee, except for any employee whose compensation
- 3 is solely based on a salary and who is exempt from payment of overtime under
- 4 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
- 5 Commission,
- 6 (3) the number of piecerate units earned and any applicable piece rate if the employee
- 7 is paid on a piece-rate basis,
- 8 (4) all deductions, provided that all deductions made on written orders of the employee
- 9 may be aggregated and shown as one item,
- 10 (5) net wages earned,
- 11 (6) the inclusive dates of the period for which the employee is paid,
- 12 (7) the name of the employee and his or her social security number, except that by
- 13 January 1, 2008, only the last four digits of his or her social security number or an
- 14 employee identification number other than a social security number may be shown on
- 15 the itemized statement,
- 16 (8) the name and address of the legal entity that is the employer, and
- 17 (9) all applicable hourly rates in effect during the pay period and the corresponding
- 18 number of hours worked at each hourly rate by the employee.

19 99. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
20 employees with an accurate itemized wage statement in writing showing, among other things,
21 gross wages earned and all applicable hourly rates, including overtime rates, in effect during
22 the pay period and the corresponding amount of time worked at each hourly rate. From time
23 to time, DEFENDANT violated Cal. Lab. Code § 226 by failing to provide wage statements that
24 identified the correct gross and net wages earned. Aside from the violations listed above,
25 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
26 requirements under California Labor Code 226. As a result, from time to time DEFENDANT
27 provided PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS with
28 wage statements which violated Cal. Lab. Code § 226.

100. DEFENDANT knowingly and intentionally failed to comply with Labor Code §

226, causing damages to PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs expended calculating the true time worked and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of \$50.00 for the initial pay period in which the violation occurred, and \$100.00 for each violation in subsequent pay period pursuant to Labor Code § 226, in an amount according to proof at the time of trial (but in no event more than \$4,000.00 for PLAINTIFF and each respective member of the CALIFORNIA LABOR SUB-CLASS herein).

SIXTH CAUSE OF ACTION

For Failure to Pay Sick Pay Wages

[Cal. Lab. Code §§ 201-203, 233, 246]

**(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
and Against All Defendants)**

101. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

102. Cal Lab. Code § 233 provides that an employer must permit an employee to use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to sick pay wages for use of accrued sick leave pursuant to Cal Lab. Code § 246.5. Specifically, once accrued sick leave is used as paid sick time, an employee has a vested right to sick pay wages, which an employer must calculate and compensate based on one of two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment." Under Cal Lab. Code §§ 218 and 233, employees may sue to recover underpaid sick pay wages as damages.

103. As a matter of policy and practice, DEFENDANT pays sick pay wages to

1 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS at the
2 incorrect rate of pay. PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-
3 CLASS regularly use accrued sick leave in the workweeks in which they also earn non-hourly
4 remuneration. As a matter of policy and practice, DEFENDANT pays sick pay wages to
5 PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-CLASS at the base
6 hourly pay, as opposed to the regular rate of pay, which would consider all non-hourly
7 remuneration in addition to base hourly wages, or the rate resulting from dividing the
8 employee's total wages, not including overtime premium pay, by the employee's total hours
9 worked in the full pay periods of the prior 90 days of employment. As a result, DEFENDANT
10 underpaid sick pay wages to PLAINTIFF and the other members of the CALIFORNIA
11 LABOR-SUB-CLASS.

12 104. Cal. Lab. Code § 246 specifically requires that, upon use of accrued sick leave,
13 vested sick pay wages are due and to be paid no later than the payday for the next regular
14 payroll period after accrued sick leave is used as paid sick time. Similarly, Cal. Lab. Code §
15 201 provides that if an employer discharges an employee, wages earned and unpaid at the time
16 of discharge are due and payable immediately. Cal. Lab. Code § 202 provides that an employee
17 is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her
18 employment, unless the employee has given 72-hour notice of his or her intention to quit, in
19 which case the employee is entitled to his or her wages at the time of quitting. The Labor Code
20 penalizes untimely payments. For example, Cal. Lab. Code § 203 provides that if an employer
21 willfully fails to pay wages owed in accordance with Cal. Lab. Code §§ 201-202, then the
22 wages of the employee shall continue as a penalty from the due date, and at the same rate until
23 paid, but the wages shall not continue for more than thirty (30) days. Under Cal. Lab. Code §§
24 203 and 218, employees may sue to recover applicable penalties.

25 105. As alleged herein and as a matter of policy and practice, DEFENDANT
26 routinely underpays sick pay wages and thus did not timely pay PLAINTIFF and the other
27 members of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay wages.
28 As a result, DEFENDANT violates Cal. Lab. Code §§ 201-203, 233, and 246, among other

1 Labor Code provisions. PLAINTIFF is informed and believes that DEFENDANT was advised
2 by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it
3 relates to PLAINTIFF's allegations, especially since the California Supreme Court has
4 explained that "[c]ourts have recognized that 'wages' also include those benefits to which an
5 employee is entitled as a part of his or her compensation, including money, room, board,
6 clothing, vacation pay, and sick pay." *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094,
7 1103 (2007)(emphasis added). Because DEFENDANT willfully fails to timely pay PLAINTIFF
8 and the other members of the CALIFORNIA LABOR-SUB-CLASS all sick pay wages due,
9 DEFENDANT is subject to applicable penalties.

10 106. Such a pattern, practice, and uniform administration of corporate policy is
11 unlawful and entitles PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-
12 CLASS to underpaid sick pay wages, including interest thereon, applicable penalties, attorney's
13 fees, and costs of suit.

14 **SEVENTH CAUSE OF ACTION**

15 **For Failure to Reimburse Employees for Required Expenses**

16 **[Cal. Lab. Code § 2802]**

17 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
18 **Defendants)**

19 107. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members
20 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
21 of this Complaint.

22 108. Cal. Lab. Code § 2802 provides, in relevant part, that:

23 An employer shall indemnify his or her employee for all necessary expenditures
24 or losses incurred by the employee in direct consequence of the discharge of his
25 or her duties, or of his or her obedience to the directions of the employer, even
26 though unlawful, unless the employee, at the time of obeying the directions,
believed them to be unlawful.

27 109. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by
28 failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
members for required expenses incurred in the discharge of their job duties for DEFENDANT's

benefit. DEFENDANT failed to reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not limited to, costs related to using their personal cellular phones and personal home offices on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were required by DEFENDANT to use their personal cellular phones and personal home offices in order to perform work related job tasks. DEFENDANT's policy and practice was to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for expenses resulting from using their personal cellular phones and personal home offices for DEFENDANT within the course and scope of their employment for DEFENDANT. These expenses were necessary to complete their principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for these expenses as an employer is required to do under the laws and regulations of California.

110. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred by herself and the CALIFORNIA LABOR SUB-CLASS members in the discharge of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

EIGHTH CAUSE OF ACTION

For Failure to Pay Wages When Due

[Cal. Lab. Code §§ 201, 202, 203]

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS

and Against All Defendants)

111. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior paragraphs of this Complaint.

112. Cal. Lab. Code § 200 provides, in relevant part, that:

As used in this article:

(a) "Wages" includes all amounts for labor performed by employees of every

1 description, whether the amount is fixed or ascertained by the standard of
2 time, task, piece, Commission basis, or other method of calculation.
3 (b) "Labor" includes labor, work, or service whether rendered or performed
under contract, subcontract, partnership, station plan, or other agreement if
the labor to be paid for is performed personally by the person demanding
payment.

4 113. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer discharges
5 an employee, the wages earned and unpaid at the time of discharge are due and payable
6 immediately."

7 114. Cal. Lab. Code § 202 provides, in relevant part, that:

8 If an employee not having a written contract for a definite period quits his or
9 her employment, his or her wages shall become due and payable not later
than 72 hours thereafter, unless the employee has given 72 hours previous
10 notice of his or her intention to quit, in which case the employee is entitled
to his or her wages at the time of quitting. Notwithstanding any other
11 provision of law, an employee who quits without providing a 72-hour notice
shall be entitled to receive payment by mail if he or she so requests and
designates a mailing address. The date of the mailing shall constitute the date
12 of payment for purposes of the requirement to provide payment within 72
hours of the notice of quitting.

13 115. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR SUB-
14 CLASS Members' employment contract.

15 116. Cal. Lab. Code § 203 provides, in relevant part, that:

16 If an employer willfully fails to pay, without abatement or reduction, in
accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
17 employee who is discharged or who quits, the wages of the employee shall
continue as a penalty from the due date thereof at the same rate until paid or
18 until an action therefor is commenced; but the wages shall not continue for
more than 30 days.

19 117. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-CLASS
20 Members has terminated and DEFENDANT has not tendered payment of all wages owed as
21 required by law. Additionally, at all times during the term of PLAINTIFF's employment with
22 DEFENDANT, PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members earned and
23 accrued vested vacation and holiday time on the date of their termination pursuant to
24 DEFENDANT's uniform vacation policies and applicable California law. The amount of
25 vacation pay PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS Members earned
26 and accumulated is evidenced by DEFENDANT's business records. Additionally,
27 DEFENDANT also underpaid accrued vested vacation wages to PLAINTIFF and other
28 CALIFORNIA LABOR SUB-CLASS MEMBERS by failing to pay such wages at the regular
rate of pay and more specifically the final rate of pay that included all non-discretionary

1 incentive compensation. Rather than pay vacation wages at the regular rate of pay,
2 DEFENDANT underpaid vacation wages to PLAINTIFF and other CALIFORNIA LABOR
3 SUB-CLASS Members at their base rates of pay, instead of including all of PLAINTIFF's and
4 CALIFORNIA LABOR SUB-CLASS Members' non-discretionary incentive compensation into
5 the vacation wage payment calculations. DEFENDANT failed to specify in DEFENDANT's
6 written vacation policy the rate at which PLAINTIFF and other CALIFORNIA LABOR
7 CLASS Members would be paid vacation upon leaving employment with DEFENDANT. As
8 a result of DEFENDANT's unlawful practice, policy and procedure to deny paying the
9 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS all of their
10 vested vacation and holiday time, DEFENDANT failed to pay the PLAINTIFF and the
11 members of the CALIFORNIA LABOR SUB-CLASS all vested vacation time as wages due
12 upon employment termination, in violation of the California Labor Code, Sections 201, 202,
13 203 and 227.3. Similarly, DEFENDANT underpaid waiting time penalties to PLAINTIFF and
14 other CALIFORNIA LABOR SUB-CLASS Members at their base rates of pay, instead of
15 including all of PLAINTIFF's' and CALIFORNIA LABOR SUB-CLASS Members' non-
16 discretionary compensation into the waiting time penalty calculations. This failure by
17 DEFENDANT is believed to be the result of DEFENDANT's unlawful, unfair and deceptive
18 refusal to provide compensation for earned, accrued and vested vacation and holiday time, as
19 well as the corresponding waiting time penalties that were paid. DEFENDANT perpetrated this
20 unlawful, unfair and deceptive practice to the detriment of the PLAINTIFF and the members
21 of the CALIFORNIA LABOR SUB-CLASS . DEFENDANT's uniform practice and policy of
22 failing to pay the LABOR SUB-CLASS Members for all vested vacation and holiday time
23 accumulated at employment termination violated and continues to violate Section 227.3 of the
24 California Labor Code.

25 118. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
26 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated and
27 who have not been fully paid their wages due to them, PLAINTIFF demands thirty days of pay
28 as penalty for not paying all wages due at time of termination for all employees who terminated
employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and demands an

1 accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

2
3 **NINTH CAUSE OF ACTION**

4 **For Violation of the Private Attorneys General Act**

5 **[Cal. Lab. Code §§ 2698]**

6 **(By PLAINTIFF and Against All Defendants)**

7 119. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
8 herein, the prior paragraphs of this Complaint.

9 120. PAGA is a mechanism by which the State of California itself can enforce state labor
10 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
11 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
12 a law enforcement action designed to protect the public and not to benefit private parties. The
13 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
14 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
15 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
16 private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch.
17 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

18 121. PLAINTIFF, and such persons that may be added from time to time who satisfy the
19 requirements and exhaust the administrative procedures under the Private Attorney General Act,
20 brings this Representative Action on behalf of the State of California with respect to herself and all
21 exempt Clinical Research Coordinator employees who worked for Defendant in the State of
22 California ("AGGRIEVED EMPLOYEES") during the period of July 16, 2023 through June 26,
23 2025 (the "PAGA PERIOD").

24 122. On July 16, 2024, PLAINTIFF gave written notice by electronic mail to the Labor
25 and Workforce Development Agency (the "Agency") and by certified mail to the employer of the
26 specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3.
27 See **Exhibit #1**, attached hereto and incorporated by this reference herein (*PAGA Notice only*
28 *without draft complaint*). The statutory waiting period for PLAINTIFF to add these allegations to

1 the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
2 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of the
3 State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

4 123. The policies, acts and practices heretofore described were and are an unlawful
5 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
6 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record and
7 provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay
8 overtime wages and sick pay wages, (e) failed to reimburse employees for required expenses, (f)
9 failed to provide wages when due, and (g) failed to provide suitable seating, all in violation of the
10 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a),
11 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1198, 2802, California Code of Regulations, Title
12 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1
13 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s), and thereby gives rise to
14 civil penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil
15 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
16 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and the
17 AGGRIEVED EMPLOYEES.

18 **PRAYER FOR RELIEF**

19
20 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
21 severally, as follows:

22 1. On behalf of the CALIFORNIA CLASS:

23 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
24 CLASS as a Class Action pursuant to California Code of Civil Procedure §
25 382;

26 B) An order requiring DEFENDANT to correctly calculate and pay all overtime
27

28 ¹ ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

wages and all sums unlawfully withheld from compensation due to
PLAINTIFF and the other members of the CALIFORNIA CLASS;

C) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid
fund for restitution of the sums incidental to DEFENDANT's violations due to
the PLAINTIFF and to the other members of the CALIFORNIA CLASS
according to proof; and,

D) An order temporarily, preliminarily, and permanently enjoining and restraining
DEFENDANT from engaging in similar unlawful conduct as set forth herein.

2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and
Eighth Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS
as a Class Action pursuant to California Code of Civil Procedure § 382;

B) Compensatory damages, according to proof at trial, including compensatory
damages for minimum, overtime and sick pay compensation due PLAINTIFF
and the other members of the CALIFORNIA LABOR SUB-CLASS, during
the applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest
thereon at the statutory rate;

C) 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) per each
member of the CALIFORNIA LABOR SUB-CLASS for each violation in a
subsequent pay period, not exceeding an aggregate penalty of four thousand
dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;

D) Meal and rest period compensation pursuant to California Labor Code Section
226.7 and the applicable IWC Wage Order; and,

E) The wages of all terminated employees from the CALIFORNIA LABOR
SUB-CLASS as a penalty from the due date thereof at the same rate until paid
or until an action therefore is commenced, in accordance with Cal. Lab. Code
§ 203

3. On behalf of the State of California and with respect to all AGGRIEVED

1 EMPLOYEES:

2 A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
3 General Act of 2004; and,

4 B) An award of attorneys' fees and cost of suit, as allowable under the law,
5 including, but not limited to, pursuant to Labor Code §2699.

6 4. On all claims:

7 A) An award of interest, including prejudgment interest at the legal rate;

8 B) Such other and further relief as the Court deems just and equitable; and,

9 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the
10 law, including, but not limited to, pursuant to Labor Code §226, §1194 and/or
11 §2802.

12
13 Dated: December 9, 2025

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

14
15 By: /s/ Nicholas J. De Blouw

16 Norman B. Blumenthal
17 Kyle R. Nordrehaug
18 Nicholas J. De Blouw

19 *Attorneys for Plaintiff*
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: December 9, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Nicholas J. De Blouw
Norman B. Blumenthal
Kyle R. Nordrehaug
Nicholas J. De Blouw
Attorneys for Plaintiff

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT #1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

July 16, 2024

CA3319

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Rady Children's Hospital-San Diego
Certified Mail #9589071052701151772812
ANGELA M VIEIRA
3020 CHILDREN'S WAY MC 5052
SAN DIEGO, CA 92123

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Rady Children’s Hospital-San Diego in California, including any employees staffed with Rady Children’s Hospital-San Diego by a third party, as Clinical Research Coordinators and classified as exempt employees during the time period of July 16, 2023 until a date as determined by the Court. Our offices represent Plaintiff Esmeralda Elia (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Rady Children’s Hospital-San Diego (“Defendant”). Plaintiff was employed by Defendant in California as a Clinical Research Coordinator from September of 2023 to May 15, 2024 and entitled to overtime pay and the legally required meal and rest breaks and payment for all time worked under Defendant’s control. At all times during Plaintiff’s employment with Defendant, Plaintiff was classified as a salaried employee exempt from overtime wages and other related benefits. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed

to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a) *et seq.* Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.