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Case #24CV453093
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

ASEFASH RIVERA, an individual, on behalf
of herself and all others similarly situated,

Plaintiff,

vs.

STANFORD HEALTH CARE, a California
non-profit corporation, and DOES 1-50,
inclusive,

Defendant.

Case No.: 24CV453093

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

- 1. Failure to Pay all Hours Worked,
Including Overtime Hours Worked**
- 2. Failure to Pay All Wages Owed Twice
Per Month**
- 3. Failure to Pay Minimum Wage**
- 4. Rest Break Violations**
- 5. Meal Break Violations**
- 6. Failure to Reimburse for Required
Business Expenses**
- 7. Failure to Provide Accurate Itemized
Wage Statements & Violation of
Record Keeping Requirements**
- 8. Unlawful Business Practices Bus &
Prof. Code §17200**
- 9. Private Attorneys General Act
Penalties (Lab. Code §2699)**

**FILED AS OF RIGHT PURSUANT TO
LABOR CODE 2699.3(A)(2)(B)**

JURY TRIAL DEMANDED

1 Plaintiff ASEFASH RIVERA, individually, and on behalf of all others similarly situated,
2 all aggrieved employees, and as a Private Attorney General for the State of California (collectively
3 “Plaintiff”), alleges as follows:

4 NATURE OF THE ACTION

5 1. This is an employment class and representative action on behalf of over 100 hourly, non-
6 exempt employees against their employer for violations of numerous wage and hour laws. Plaintiff
7 brings this employment class action complaint on behalf of herself, and all others similarly
8 situated, all aggrieved employees, and as a Private Attorney General for the State of California
9 against STANFORD HEALTH CARE, and DOES 1-50, inclusive, (hereafter collectively
10 “Defendant” or “Defendants”).

11 2. Defendant STANFORD HEALTH CARE owns and operates a hospital and medical
12 center, doing business in California. Plaintiff ASEFASH RIVERA currently works for Defendant
13 as a Clinical Assistant / Medical Assistant / Patient Care Coordinator on an hourly, non-exempt
14 basis. Plaintiff and the proposed class earn at or near minimum wage.

15 3. As described further below, Defendant has violated the California Labor Code by (1)
16 failing to pay for all hours worked, including overtime hours worked (§218, 226.7, 510, 512, 558,
17 1194, 1197, 1198, 1199, Wage Order 5); (2) failing to pay all wages owed twice per month (§204,
18 210); (3) failing to pay minimum wage (§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198,
19 1199); (4) failing to provide rest breaks (§226, 226.7, 512, 558, 1198); (5) failing to provide
20 compliant meal breaks (§226, 226.7, 512, 558, 1198); (6) failing to reimburse for required business
21 expenses (§1198, 2802); (7) failing to provide accurate itemized wage statements and violating
22 record keeping requirements (§226, 246, 248, 1174, 1174.5); (8) unlawful and unfair business
23 practices (Bus. & Prof. Code §17200, *et. seq.*) and (9) penalties under the Private Attorneys
24 General Act (“PAGA”), Labor Code §2698 et seq. Attorney General Act (“PAGA”), Labor Code
25 §2698 et seq.

26 4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
27 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period
28 penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and

1 reasonable attorneys' fees and costs. Pursuant to the class and representative action procedures
2 provided for under California law, Plaintiff, on behalf of herself and proposed Class Members
3 (also referred to as "Class"), also seeks injunctive relief and restitution of all benefits Defendant
4 has received from their unlawful actions as alleged herein. Plaintiff has also provided notice of
5 these claims pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency
6 ("LWDA") and now brings this First Amended Complaint, including claims for civil penalties
7 under the Private Attorneys General Act ("PAGA"), Labor Code §2698 *et seq.* Attorney General
8 Act ("PAGA"), Labor Code §2698 *et seq.*

9 5. The "Class Period" is designated as the four-year period prior to the filing of this
10 Complaint through the date of the final disposition of this action. From the start of the Class Period
11 through the present, Defendant has had a policy and/or practice of among other violations: late
12 and/or interrupted meal breaks, untimely and/or interrupted rest breaks, issuing inaccurate wage
13 statements, and ignoring and violating California wage and hour laws, in their business as more
14 fully set forth below.

15 6. The "PAGA Period" is defined herein commences one year prior to the date of filing the
16 PAGA Notice letter with the LWDA.

17 7. Defendant has treated all persons employed in California in such a way as to violate
18 California's laws governing conditions of employment and payment of wages owed. Plaintiff
19 asserts that Defendant has knowingly and with conscious disregard of the law refused to pay the
20 Class Members and aggrieved employees all wages owed, including overtime wages and meal and
21 rest break penalty wages. Defendant has violated numerous Labor Code provisions, as set forth
22 herein. Class Members and aggrieved employees are owed their back pay, plus interest and/or
23 premiums and penalties under Business and Professions Code section 17203 to compensate Class
24 Members and aggrieved employees for the delay in receiving wages due.

25 8. Defendant, by and through their actions, has engaged in unfair competition, requiring
26 restitution to persons affected and disgorgement of profits so obtained.
27
28

THE PARTIES

9. Plaintiff ASEFASH RIVERA is an individual who resides in California and currently works for Defendant as a Clinical Assistant / Medical Assistant / Patient Care Coordinator on an hourly, non-exempt basis.

10. Defendant STANFORD HEALTH CARE, is a California non profit corporation doing business in California with the capacity to sue and to be sued and doing business, in Santa Clara County, State of California. Defendant exercised control over the wages, hours, and/or working conditions of Plaintiff and members of the proposed class throughout the liability period.

11. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein. Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendant is responsible in some manner for the occurrences herein alleged, and that the damages sustained by Plaintiff, Class Members and aggrieved employees herein alleged were proximately caused by such Doe Defendants.

12. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Class, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

JURISDICTION AND VENUE

13. Venue is proper in this judicial district because Defendant conducts business in this County and Defendant has legal obligations to Plaintiff, aggrieved employees and many of the Class Members in this case that arose in this county.

14. The monetary damages, restitution, and statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in

controversy, including claims for monetary damages, penalties, and attorney's fees, is more than twenty-five thousand dollars (\$25,000) and less than five million dollars (\$5,000,000).

15. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California and Defendant is incorporated in and/or qualified to do business in California and regularly conduct business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

CLASS AND REPRESENTATIVE ACTION ALLEGATIONS

16. During the Class Period and PAGA, Defendant committed various violations of the California Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more detail. Defendant enforces multiple policies that violate state law which are intended to increase its own profits to the detriment of its employees.

17. Defendant failed to (1) pay for all hours worked, including overtime hours worked; (2) pay all wages owed twice per month; (3) pay minimum wage; (4) provide rest breaks; (5) provide compliant meal breaks; (6) reimburse for required business expenses; (7) failing to provide accurate itemized wage statements and violating record keeping requirements. These practices also constitute unlawful and unfair business practices. These policies and practices have deprived Plaintiff, Class Members, and Aggrieved Employees of payment for all hours worked, and further damages, as set forth below, and render Defendant liable for damages, including penalties under PAGA.

18. Failure to pay for all hours worked, including overtime. Defendant failed to pay for all hours worked, including overtime hours worked. Plaintiff, Class Members and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Defendant's control but not compensated for their time. For example, Plaintiff reports that she and her coworkers were often asked by the managers to continue working after clocking out for their meal breaks.

19. Failure to pay all wages twice per month. Defendant failed to pay all wages owed twice per month.

20. Failure to pay minimum wage. Defendant failed to pay minimum wage.

1 21. Rest Breaks. Defendant failed to consistently maintain and follow a policy and practice
2 that provides its employees with off-duty rest periods as required by California law.

3 22. Failure to provide suitable resting facilities. Defendant failed to provide suitable resting
4 facilities, making it near impossible for employees to take compliant breaks away from their
5 workstations.

6 23. Meal Breaks. Defendant failed to consistently maintain and follow a policy and practice
7 that provides its employees with compliant meal breaks as required by California law.

8 24. Unreimbursed Business Expenses. Defendant failed to reimburse for required business
9 expenses. Plaintiff, Class Members and aggrieved employees were required to use their personal
10 cell phones for work related communications, although Defendant did not reimburse them in any
11 way for the expense of their personal cell phone use as required by the Labor Code. Plaintiff and
12 her coworkers continue to receive updates, assignments, and shift information through their
13 personal phones.

14 25. Inaccurate Wage Statements. Defendant further failed to consistently provide timely,
15 accurate, itemized wage statements to employees, as well as maintain accurate records, in
16 accordance with Labor Code §§ 226 and 1174.

17 26. Unfair Business Practices. Based upon the above allegations, Defendant from time to
18 time engaged in unfair competition.

19 27. Plaintiff brings this action on behalf of herself, and all other persons similarly situated,
20 to recover from Defendant for failure to comply with California wage and hour laws, and for claims
21 under Business and Professions Code § 17200.

22 28. This action has been brought and may properly be maintained as a class and
23 representative action pursuant to the provisions of Code of Civil Procedure § 382 because the
24 proposed class is ascertainable and there is a well-defined community of interest. Plaintiff is among
25 in excess of 100 employees who have been similarly injured by Defendant's unlawful employment
26 policies and practices.

27 29. The "Relevant Time Period" or proposed "Class Period" as defined herein commences
28 four years prior to the date of filing this Complaint.

1 30. The “PAGA Period” is defined herein commences one year prior to the date of filing
2 the PAGA Notice letter with the LWDA.

3 31. The PAGA Class, also referred to herein as “aggrieved employees”: “All current and
4 former hourly, non-exempt employees of Defendant in California, at any time from one year prior
5 to the filing of the PAGA Notice letter with the LWDA until the resolution of this matter.”
6 Plaintiff reserves the right to amend or modify the definition of aggrieved employees with respect
7 to the issues or in any other way.

8 32. Plaintiff brings this action on her behalf and as a class action under Cal. Code of Civil
9 Procedure §382 on behalf of the following defined groups:

10 33. Proposed Class: “All persons who are employed or have been employed by Defendant
11 in the State of California as hourly, non-exempt workers during the period of the relevant statute
12 of limitations.”

13 34. Proposed Sub-classes are defined as follows:

- 14 A. All persons who are employed or have been employed by Defendant in the State
15 of California as hourly, non-exempt workers during the period of the relevant
16 statute of limitations, who worked one or more shift in excess of five (5) hours.
- 17 B. All persons who are employed or have been employed by Defendant in the State
18 of California as hourly, non-exempt workers during the period of the relevant
19 statute of limitations, who worked one or more shifts in excess of six (6) hours.
- 20 C. All persons who are employed or have been employed by Defendant in the State
21 of California as hourly, non-exempt workers during the period of the relevant
22 statute of limitations, who worked one or more shifts in excess of eight (8)
23 hours.
- 24 D. All persons who are employed or have been employed by Defendant in the State
25 of California as hourly, non-exempt workers during the period of the relevant
26 statute of limitations, who worked one or more shifts in excess of three and one-
27 half hours (3 ½), but less than or equal to six (6) hours.
- 28

1 E. All persons who are employed or have been employed by Defendant in the State
2 of California as hourly, non-exempt workers during the period of the relevant
3 statute of limitations, who worked one or more shifts in excess of six (6) hours,
4 but less than or equal to ten (10) hours.

5 F. All persons who are employed or have been employed by Defendant in the State
6 of California as hourly, non-exempt workers during the period of the relevant
7 statute of limitations, who were paid sick pay.

8 G. All persons who are employed or have been employed by Defendant in the State
9 of California as hourly, non-exempt workers during the period of the relevant
10 statute of limitations, who separated their employment from Defendant.

11 H. All persons who are employed or have been employed by Defendant in the State
12 of California as hourly, non-exempt workers during the period of the relevant
13 statute of limitations, who received pay for one or more pay periods.

14 35. This action is brought, and may properly be maintained, as a class action under CCP
15 §382 and/or a representative action under Business & Professions Code §§17200 et seq. and Labor
16 Code §2699 because there is a well-defined community of interest in the litigation, and the
17 proposed Class, PAGA Class, and Subclasses (collectively “Class”) are easily ascertainable.

18 36. Numerosity: The Proposed Class is so numerous that joinder of all members is
19 impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant
20 time period, Defendant employed over 100 putative Class Members who are geographically
21 dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only
22 available method for the fair and efficient adjudication of this controversy. Membership in the
23 Proposed Class can be easily ascertained by an examination and analysis of employee and payroll
24 records, among other records within Defendant’s possession and control.

25 37. Typicality: Plaintiff’s claims are typical of the claims of the Class Members. Plaintiff,
26 like others similarly situated, was subjected to Defendant’s common, unlawful policies, practices,
27 and procedures described above. The Plaintiff’s positions at the company was typical of those of
28 other Class Members. Plaintiff’s claims are typical of the claims of each Class Member because

1 each have sustained damages arising out of and caused by Defendant's common course of conduct,
2 as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the
3 Class.

4 38. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
5 the Class. Plaintiff has retained counsel competent and experienced in complex class actions and
6 California labor and employment litigation.

7 39. Commonality: Common questions of law and fact exist, including but not limited to
8 the following:

- 9 i. Whether Defendant violated wage and hour laws by failing to pay overtime
10 wages;
- 11 ii. Whether Defendant violated wage and hour laws by failing to pay all wages
12 owed twice per month;
- 13 iii. Whether Defendant violated wage and hour laws by failing to pay minimum
14 wage;
- 15 iv. Whether Defendant violated wage and hour laws by failing to provide
16 compliant meal breaks;
- 17 v. Whether Defendant's policy and practice concerning meal breaks was
18 unlawful;
- 19 vi. Whether Defendant violated wage and hour laws by failing to provide rest
20 breaks;
- 21 vii. Whether Defendant's policy and practice concerning rest breaks was
22 unlawful;
- 23 viii. Whether Defendant violated wage and hour laws by failing to reimburse for
24 required business expenses;
- 25 ix. Whether Defendant violated wage and hour laws by failing to provide suitable
26 resting facilities;
- 27
- 28

- x. Whether Defendant unlawfully failed to keep and furnish Class Members and aggrieved employees with accurate, itemized records of hours worked, in violation of Labor Code §§ 226 and 1174;
- xi. The proper measure of damages sustained and the proper measure of restitution recoverable by Plaintiff, the Class Members, and Sub Class Members;
- xii. Whether the Class Members are entitled to injunctive relief to enjoin any further violations of wage and labor laws;
- xiii. Whether Defendant, and each of them, are/were participants in the alleged unlawful and/or tortious conduct;
- xiv. Whether Defendant's conduct was willful and reckless;
- xv. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff Class and the appropriate amount of reimbursement, restitution, damages, or other compensation; and
- xvi. What is the extent of liability of each Defendant, including DOE defendants, to each Class and Subclass member?

40. Superiority: A class action is superior to other available methods of the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where the damage suffered by individual plaintiffs, while not inconsequential, makes individual actions impracticable given the expenses and burdens associated with seeking individual relief. Prosecuting over 100 identical, individual lawsuits does not promote judicial efficiency or equity and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning employees who rely on their wages and requiring that each individual take time away from work to prosecute individual actions would be inequitable and result in undue hardship for the individual Class members and their families. Public policy favors efficient resolution of their claims and uniform enforcement of California Labor laws against entities skirting their legal obligations at the expense of a vulnerable working population.

41. Manageability: Plaintiff is informed and believes that all allegations in this Complaint are capable of being determined on the same evidence and based primarily on review of corporate records and key testimony of Defendant's corporate representatives. To the extent statistical analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ competent experts and consultants in the field to determine and review evidence for both issues of liability and damages in a scientifically reliable manner.

42. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules of Court, that the absent Class and Subclass Members be notified by the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The names and address of the Class and Subclass Members are available from Defendant.

FIRST CAUSE OF ACTION

**FAILURE TO PAY FOR ALL HOURS WORKED INCLUDING OVERTIME HOURS
WORKED**

Cal. Labor Code §§218, 226.7, 510, 512, 558, 1194, 1197, 1198, 1199, Wage Order 5.

(Plaintiff Against All Defendants)

43. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

44. Defendant's conduct described in this complaint violates the provisions of Labor Code §§ 218, 226.7, 510, 512, 558, 1194, 1197, 1198, 1199, Wage Order 5.

45. The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Defendant has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked, as more fully set forth below. Defendant has also failed to pay the required minimum wage for all hours worked and has failed to pay all wages owed twice per month.

1 46. Plaintiff, Class Members and aggrieved employees have been employed under
2 conditions prohibited by the wage order, and thus Defendant has also violated §§1198 and 1199.

3 47. Off-the-Clock Hours Worked. Plaintiff, Class Members and aggrieved employees
4 frequently worked off the clock and were routinely subjected to periods wherein they were under
5 the Defendant's control but not compensated for their time. For example, Plaintiff reports that she
6 and her coworkers were often asked by the managers to continue working after clocking out for
7 their meal breaks. For example, Plaintiff would occasionally be asked to run specimens during her
8 unpaid meal period.

9 **SECOND CAUSE OF ACTION**

10 **FAILURE TO PAY ALL WAGES OWED TWICE PER MONTH**

11 Cal. Lab. Code §§204, 210

12 (Plaintiff Against All Defendants)

13 48. Plaintiff incorporates by reference in this cause of action each allegation of the
14 preceding paragraphs as though fully set forth herein.

15 49. Defendant's conduct from time to time described in this complaint violates the
16 provisions of Labor Code §§ 204, 210.

17 50. Defendant was required to pay Plaintiff, Class Members and aggrieved employees all
18 wages earned twice during each calendar month pursuant to Labor Code §204(a).

19 51. Defendant failed to pay all wages earned to employees as a result of the unlawful
20 employment policies and practices discussed herein. As a result of these practices, employees were
21 underpaid for hours worked, including overtime and penalty wages, and this underpayment
22 resulted in a failure to pay all wages owed twice per month.

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO PAY MINIMUM WAGE**

25 Cal. Lab. Code §200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199

26 (Plaintiff Against All Defendants)

27 52. Plaintiff incorporates by reference in this cause of action each allegation of the
28 preceding paragraphs as though fully set forth herein.

1 53. Defendant's conduct from time to time described in this complaint violates the
2 provisions of Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199.

3 54. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer
4 to suffer or permit a California employee to work without paying wages at the proper minimum
5 wage for all time worked as required by the applicable IWC Wage Order.

6 55. Defendant failed to pay Plaintiff, Class Members and aggrieved employees for all hours
7 worked as a result of Defendant's practices described herein. Based on Defendant's unlawful
8 conduct Defendant's failure to pay for all hours worked, including overtime, resulted in a payment
9 of zero wages for off the clock work, and less than the minimum wage for all hours worked, in
10 violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders.

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE REST BREAKS**

13 Cal. Lab. Code §§226, 226.7, 512, 558, 1198

14 (Plaintiff Against All Defendants)

15 56. Plaintiff incorporates by reference in this cause of action each allegation of the
16 preceding paragraphs as though fully set forth herein.

17 57. Defendant's conduct from time to time described in this complaint violates the
18 provisions of Labor Code §§ 226, 226.7, 512, 558, 1198.

19 58. Defendant failed to maintain a compliant rest period policy and practice that provides
20 its employees with off-duty rest periods as required by California law. Plaintiff reports that she
21 and her coworkers frequently missed rest periods as a result of Defendant's staffing and business
22 practices, and that rest breaks were not scheduled into daily shifts. Defendant's unlawful rest break
23 practices were well known. Defendant has not modified workloads or provided relief workers, and
24 fails to schedule breaks into shifts, and Plaintiff, Class Members and aggrieved employees
25 continue to be denied the opportunity to take rest breaks.

26 59. Rest periods were either less than ten minutes, not provided, interrupted or late, "on
27 duty," or not scheduled before and after a meal period for shifts greater than six hours, as
28 prescribed by California law because Defendant: (1) did not account for all hours worked that were

unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

60. The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986, and February 22, 2002, DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also, Bufil v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

61. Defendant did not authorize or permit all of its hourly employees to take at least a ten-minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. Moreover,

1 Defendant failed to provide suitable resting facilities or breakrooms making it near impossible to
2 take an uninterrupted rest period.

3 62. When breaks were missed Defendant failed to pay the 1-hour penalty, as required.
4 Because Defendant violated the Wage Order, Defendant is liable under Labor Code §1198.

5 **FIFTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE COMPLIANT MEAL BREAKS**

7 Cal. Lab. Code §226, 226.7, 512, 558, 1198

8 (Plaintiff Against All Defendants)

9 63. Plaintiff incorporates by reference in this cause of action each allegation of the
10 preceding paragraphs as though fully set forth herein.

11 64. Defendant's conduct described in this complaint violates the provisions of Labor Code
12 §§ 226, 226.7, 512, 558, 1198.

13 65. Labor Code §512 provides, "[a]n employer may not employ an employee for a work
14 period of more than five hours per day without providing the employee with a meal period of not
15 less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee
16 to work during any meal... period mandated by an applicable order of the Industrial Welfare
17 Commission." Paragraph 11 of the Wage Order provides, in pertinent part, "[u]nless an employee
18 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on
19 duty' meal period and counted as time worked."

20 66. Although meal breaks were the only rest period the class members and aggrieved
21 employees were provided, when the meal breaks were provided, they were often late, short, and/or
22 interrupted. Additionally, as discussed above, Plaintiff and her coworkers were sometimes told to
23 clock out but continue performing tasks for Defendant while off the clock.

24 67. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
25 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;
26 (2) did not adequately inform and train employees about their rights to meal periods and premium
27 payments for non-compliant meal periods; (3) did not adequately inform and train employees about
28 when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because

1 Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal
2 periods; (5) because management at various levels, affecting all hourly, non-exempt employees,
3 refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because
4 Defendant unlawfully shaved and/or rounded clock in and clock out times for meal periods.
5 Employees were not paid a premium payment, paid as an hour's wage when meal periods were
6 not given to them in compliance with California law.

7 68. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
8 "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code
9 §§226.7 and 512. Defendant failed to pay all penalty pay to Plaintiff, aggrieved employees or class
10 members for noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay
11 statements were inaccurate, failing to include required meal period penalties, thus failing the
12 requirements of Labor Code §226(a).

13 **SIXTH CAUSE OF ACTION**

14 **FAILURE TO REIMBURSE FOR REQUIRED BUSINESS EXPENSES**

15 Cal. Lab. Code §§1198, 2802

16 **(Plaintiff Against All Defendants)**

17 69. Plaintiff incorporates by reference in this cause of action each allegation of the
18 preceding paragraphs as though fully set forth herein.

19 70. Defendant's conduct described in this complaint from time to time violates the
20 provisions of Labor Code §§ 1198, 2802.

21 71. Labor Code §2802 requires employers to indemnify employees for necessary
22 expenditures or losses incurred by employees in direct consequence of the discharge of duties.

23 72. Plaintiff, Class Members and aggrieved employees are required to use their personal
24 cell phones for work related communications, although Defendant did not reimburse them in any
25 way for the expense of their personal cell phone use as required by the Labor Code. Plaintiff and
26 her coworkers continue to receive updates, assignments, and shift information through their
27 personal phones.
28

PAYSTUB AND RECORD KEEPING VIOLATIONS

(Plaintiff Against All Defendants)

77. §226 (a) requires:

FIRST AMENDED COMPLAINT

1 name and address of the legal entity that is the employer and, if the employer is
2 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
3 and address of the legal entity that secured the services of the employer, and (9)
4 all applicable hourly rates in effect during the pay period and the corresponding
5 number of hours worked at each hourly rate by the employee...

6 78. Such failures called injury to Plaintiff and others, by, among other things, impeding
7 them from knowing the total hours worked and the amount of wages to which they are and were
8 entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages
9 earned, net wages earned, and total hours worked.

10 79. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff, Class
11 Members and aggrieved employees to sign employment-related contracts and documents that
12 contained unlawful terms of employment, including invalid meal period waivers resulting from a
13 noncompliant meal period policy and/or practice.

14 **EIGHTH CAUSE OF ACTION**

15 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**

16 California Business and Professions Code section 17200, et seq.

17 **(Plaintiff Against All Defendants)**

18 80. Plaintiff incorporates by reference in this cause of action each allegation of the
19 preceding paragraphs as though fully set forth herein.

20 81. Defendant from time to time knowingly committed, and upon information and belief
21 continue to commit, ongoing unlawful business practices within the meaning of the UCL,
22 including, but not limited to unlawful practices as described in the causes of action articulated
23 above, and hereby incorporated herein.

24 82. Plaintiff lost money and property as a result of Defendant's unlawful business practices
25 described above.

26 83. Pursuant to the UCL, Plaintiff and all Class Members and aggrieved employees are
27 entitled to restitution of money or property acquired by Defendant by means of such unlawful
28 business practices, in amounts not yet known, but to be ascertained at trial.

1 84. Pursuant to the UCL, Plaintiff, Class Members and aggrieved employees are entitled
2 to injunctive relief against Defendant's ongoing unlawful business practices. If an injunction does
3 not issue enjoining Defendant from engaging in the unlawful business practices described above,
4 Plaintiff and the general public will be irreparably injured.

5 85. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined
6 by this Court, will continue to engage in the unlawful business practices described above in
7 violation of the UCL, in derogation of the rights of Plaintiff, Class Members and aggrieved
8 employees and of the general public.

9 86. Plaintiff's success in this action will result in the enforcement of important rights
10 affecting the public interest by conferring a significant benefit upon the general public.

11 87. Defendant's numerous violations of local and California law, as well as the other
12 statutory and regulatory violations alleged herein, constitute unlawful business actions and
13 practices in violation of Business and Professions Code § 17200, et seq.

14 88. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff, Class Members
15 and aggrieved employees are entitled to restitution of unpaid wages, including overtime, sick pay,
16 and premium wages, among other relief alleged herein, that were withheld and retained by
17 Defendant during a period that commences four years prior to the filing of this action. Plaintiff is
18 further entitled to a permanent injunction requiring Defendant to comply with all provisions of
19 California labor law, including properly paying the lawful rate of pay for all hours worked,
20 properly paying sick pay, providing rest periods to all workers as defined herein, timely paying
21 due wages upon termination, maintaining accurate wages statements and payroll records, in
22 addition to an award of attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5 and
23 other applicable law, and costs.

24 **NINTH CAUSE OF ACTION**

25 **STATUTORY PENALTIES PURSUANT TO PRIVATE ATTORNEYS GENERAL ACT,**

26 **LABOR CODE §2698 et seq. AGAINST ALL DEFENDANTS**

27 89. Plaintiff incorporates by reference in this cause of action each allegation of the
28 preceding paragraphs as though fully set forth herein.

1 90. Under the Private Attorneys General Act of 2006, Labor Code §§2698-2699.5, an
2 aggrieved employee, on behalf of themselves and other current or former employees, may recover
3 penalties under any provision of the Labor Code that provides for civil penalties. These penalties
4 are in addition to any other relief available under the Labor Code. Plaintiff is an aggrieved
5 employee under PAGA.

6 91. As set forth above, Defendant has committed numerous violations for which the Labor
7 Code provides for penalties, including violations of all applicable Labor Code provisions set forth
8 in the foregoing causes of action. Labor Code §2699.5 identifies the aforementioned Labor Code
9 provisions as statutes to which §2699.3's procedural requirements must be met before a penalty
10 may be assessed under §2699(f). Plaintiff has complied with the procedural requirements specified
11 in §2699.3 by providing written notice to the Defendant and the Labor & Workforce Development
12 Agency ("LWDA"). See Exhibit 1 attached hereto, which is a true and correct copy of the Notice
13 correspondence showing compliance with §2699.3. No notice of intent to investigate the alleged
14 violations was provided within the statutory period. Consequently, Plaintiff has exhausted
15 administrative remedies, and on behalf of themselves and all other aggrieved current and former
16 employees of Defendant. Plaintiff, therefore, now pursue this cause of action as permitted by
17 §2698, et seq.

18 92. Enforcement of statutory provisions enacted to protect workers and to ensure proper
19 and prompt payment of wages due to employees is a fundamental public interest in California.
20 Consequently, Plaintiff's success in this action will result in the enforcement of important rights
21 affecting the public interest and will confer a significant benefit upon the general public. Private
22 enforcement of the rights enumerated herein is necessary, as no public agency has pursued
23 enforcement. Plaintiff has incurring a financial burden in pursuing this action and it would be against
24 the interests of justice to require payment of attorneys' fees and costs from any recover that might
25 be obtained herein, pursuant to, inter alia, Labor Code §§2698, et seq., and Code of Civil Procedure
26 §1021.5
27
28

93. In addition, if Plaintiff succeeds in enforcing these rights affecting the public interest, then attorneys' fees may be awarded to Plaintiff and against Defendant under Code of Civil Procedure §1021.5 and other applicable law in part, because:

94. A successful outcome in this action will result in the enforcement of important rights affecting the public interest by requiring Defendant to comply with the wage and hour laws and California's unfair business practice law;

95. This action will result in a significant benefit to Plaintiff, the Class, and the general public by bringing to a halt unlawful and/or unfair activity;

96. Unless this action is prosecuted, members of the Class and general public will not recover those moneys, and many of Defendant's employees would not be aware that the acts and practices they were subjected to by Defendant were wrongful;

97. Unless this action is prosecuted, Defendant will continue to mislead their employees about the true nature of their rights and remedies under the wage and hour laws; and

98. An award of attorneys' fees and costs is necessary for the prosecution of this action and will result in a benefit to Plaintiff, the Class, aggrieved employees, and to consumers in general, by preventing Defendant from continuing to circumvent the wage and hour statutes and frustrate the long-standing recognition by the California legislature and the courts that such statutes, as pled herein, are not merely a matter of private concern between employer and employee to be eviscerated by considerations of waiver, contributory negligence, good or bad faith, and private agreements. Rather, the wage and hour statutes have been described as a matter of public concern, were designed to provide minimum substantive guarantees to individual workers and are essential to public welfare.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself and the Proposed Class, request judgment and the following specific relief against Defendant as follows:

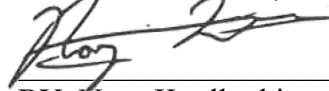
A. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure §382;

- 1 B. That the Court determine that this action may be maintained as a PAGA
2 representative action under Cal. Labor Code. §2698 *et seq.*;
- 3 C. Provision of class notice to all members of the Class;
- 4 D. That Defendant is found to have violated the above-referenced provisions of the
5 Labor Code, CCR and the IWC Wage Order as to Plaintiff, Class Members and
6 relevant subclass Members;
- 7 E. For compensatory damages, in an amount according to proof at trial, with
8 interest thereon;
- 9 F. For compensation for not being paid overtime;
- 10 G. For compensation for not being paid all wages due twice per month;
- 11 H. For compensation for not being paid minimum wage;
- 12 I. For compensation for not being provided rest breaks;
- 13 J. For compensation for not being provided compliant meal breaks;
- 14 K. For compensation for not being reimbursed for required business expenses;
- 15 L. For compensation for not being paid premium and penalty wages;
- 16 M. That Defendant's actions are found to be willful and/or in bad faith to the extent
17 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for
18 willful failure to pay all compensation owed at the time of separation to
19 Plaintiff, Class Members and aggrieved employees no longer employed by
20 Defendant;
- 21 N. That Plaintiff, Class Members and aggrieved employees receive penalties for
22 Defendant's violation of §226 and 1174 of the California Labor Code for willful
23 failure to provide and maintain the required accurate and itemized wage
24 statements;
- 25 O. That Plaintiff, Class Members and aggrieved employees receive an award in the
26 amount of unpaid wages owed, including interest thereon, and penalties as
27 provided in the Labor Code, CCR and Wage Order, including under Labor Code
28 §§ 203, 510, and 558, subject to proof at trial;

- 1 P. That Defendant be ordered to pay restitution to Plaintiff, Class Members and
2 aggrieved employees for amounts acquired through Defendant's unlawful
3 activities pursuant to Business and Professions Code §§ 17200-05 and enjoined
4 to cease and desist from unlawful and unfair activities in violation of California
5 Business and Professions Code § 17200 *et. seq.*;
- 6 Q. That Plaintiff, Class Members and aggrieved employees receive an award of
7 reasonable attorneys' fees and costs pursuant to Code of Civil Procedure
8 §1021.5, Labor Code §226, 218.5, and 1194 and/or applicable laws;
- 9 R. That the Court award penalties pursuant to Labor Code §2698 *et seq.*;
- 10 S. That the Court issue declaratory relief that Defendant's challenged policies are
11 unlawful; and
- 12 T. That the Court order further relief, in law and equity, as it deems appropriate
13 and just.
- 14

15 DATED: January 6, 2025

KOUL LAW FIRM, APC



BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff ASEFASH RIVERA
and putative class members

EXHIBIT 1 – PAGA NOTICE LETTER

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Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

October 30, 2024

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Stanford Health Care
500 Pasteur Drive, MC 5690
Palo Alto, CA 94304

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimants: Asefash Rivera
Employer: Stanford Health Care

Dear Sir or Madam:

Claimant Asefash Rivera has retained Nazo Koulloukian, Esq. of the Koul Law Firm, APC, to represent her, and all other aggrieved employees, for wage and hour claims against her former employer, Stanford Health Care (hereafter “Employer”). Claimant currently works for Employer as a Clinical Assistant / Medical Assistant / Patient Care Coordinator on an hourly, non-exempt basis.

Employer has violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Cal. Labor Code §2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Cal. Lab. Code §2699.3.

Failure to Pay for All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§218, 226.7, 510, 512, 558, 1194, 1197, 1198, 1199, 2698 *et seq.*, Wage Order 5)

The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked, as more fully set forth below. Employer has also failed to pay

the required minimum wage for all hours worked and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Off-the-Clock Hours Worked

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer's control but not compensated for their time. For example, Claimant reports that she and her coworkers were often asked by the managers to continue working after clocking out for their meal breaks. For example, Claimant would occasionally be asked to run specimens during her unpaid meal period.

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described herein. Based on Employer's unlawful conduct Employer's failure to pay for all hours worked, including overtime, resulted in a payment of zero wages for off the clock work, and less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that she and her coworkers frequently missed rest periods as a result of Employer's staffing and business practices, and that rest breaks were not scheduled into daily shifts. Employer's unlawful rest break practices were well known. Recently, Employer instituted an ineffective program wherein employees partner up with a buddy, instructing employees that it was their responsibility to find a buddy and that the buddies could help cover each other for breaks. However, Employer did not modify workloads or provide relief workers, and still failed to schedule breaks into shifts, and Claimant and aggrieved employees continue to be denied the opportunity to take rest breaks.

Rest periods were either less than ten minutes, not provided, interrupted or late, "on duty," or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986, and February 22, 2002, DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

Employer did not authorize or permit all of its hourly employees to take at least a ten-minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour penalty, as required. Because Employer violated the Wage Order, Employer is liable under Labor Code §1198. As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.*

Failure to Provide Suitable Resting Facilities

(Cal. Labor Code §§ 226.7, 1198, 2698 *et seq.*)

Per section 13 of all applicable IWC Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the Wage Orders provides: “Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

Employer’s locations/facilities are generally similar in layout and design, and there was, and continue to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. Employer could have provided employees with a resting facility within the facilities/locations with reasonable or no modification, but instead denied and continue to deny, employees with suitable areas to rest (e.g. a breakroom).

Claimant reports that Employer failed to provide a breakroom and that she and her coworkers would have to go outside or stay at their desk when taking breaks.

Employer did not provide employees with suitable resting facilities during their hours of work, particularly during meal and/or rest periods. Employer’s failure to provide suitable resting facilities to aggrieved employees violated and continues to violate the applicable Wage Order, section 13(B) and the California Labor Code, including but not limited to section 1198.

Failure to Provide Compliant Meal Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)

Labor Code §512 provides, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

Although meal breaks were the only rest period the aggrieved employees were provided, when the meal breaks were provided, they were often late, short, and/or interrupted. Additionally, as discussed above, Claimant and her coworkers were sometimes told to clock out but continue performing tasks for Employer while off the clock.

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because Employer unlawfully shaved and/or rounded clock in and clock out times for meal periods. Employees were not paid a premium payment, paid as an hour's wage when meal periods were not given to them in compliance with California law.

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Employer failed to pay all penalty pay to Claimant or aggrieved employees for noncompliant meal periods. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Employers are liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et seq.*

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2699 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Accordingly, Employers are liable for civil penalties under PAGA §2699 *et seq.*

Claimant and aggrieved employees are required to use their personal cell phones for work related communications, although Employers did not reimburse them in any way for the expense of their personal cell phone use as required by the Labor Code. Claimant and her coworkers continue to receive updates, assignments, and shift information through their personal phones.

Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements

(Cal. Labor Code §§ 226, 246, 248, 1174, 1174.5, 2699 *et seq.*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

The statements provided to Claimants and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay

for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, and pay for meal and rest period premium wages.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment, including invalid meal period waivers resulting from a noncompliant meal period policy and/or practice.

Conclusion

Employer has violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform her if it does not intend to investigate these violations so that she may pursue her claims as a representative action in civil court.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', written over a horizontal line.

Nazo Koulloukian, Esq.
Attorneys for Claimant

PROOF OF SERVICE
Rivera v. Stanford Health Care
Case No.: 24CV453093

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On January 6, 2025, I served the foregoing document described as:

NOTICE OF FIRM ADDRESS CHANGE

 X **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Debra L. Zumwalt
450 Jane Stanford Way,
Stanford, CA 94305

Agent for Service of Process for Stanford Health Care

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

Executed on this January 6, 2025, in Los Angeles, California.



NADIA CHAVEZ