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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

ALMA VILLANUEVA, as an individual
and on behalf of all others similarly
situated,

Plaintiffs,

v.

STANFORD HEALTH CARE TRI-
VALLEY, a California nonprofit
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. 25CV460195

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

**(1) VIOLATION OF CAL. LABOR CODE §
201-203;**

**(2) VIOLATION OF CAL. LABOR CODE §
226**

**(3) VIOLATION OF THE LABOR CODE §
2698, *ET SEQ.***

(4)

DEMAND EXCEEDS \$25,000.00

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1 Plaintiff ALMA VILLANUEVA (“Plaintiff”) hereby submits this First Amended Class
2 and Representative Action Complaint (“Complaint”) against Defendant STANFORD HEALTH
3 CARE TRI-VALLEY, a California nonprofit corporation (“Defendant,” or the “Company”), and
4 DOES 1-50 (hereinafter collectively referred to as “Defendants”), on behalf of herself and all
5 other similarly situated current and former employees of Defendants, for penalties, restitution,
6 and/or damages for violations of the California Labor Code and California Business and
7 Professions Code, as follows:

8 **INTRODUCTION**

9 1. This class action is within the Court’s jurisdiction under California Labor Code §§
10 201-203, 226, 233 246 and 2698 *et seq.*, and the California Industrial Welfare Commission’s
11 (“IWC”) Wage Orders.

12 2. This Complaint challenges systemic illegal employment practices resulting in
13 violations of the California Labor Code against employees of Defendants.

14 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants jointly
15 and severally have acted knowingly and intentionally by failing to provide accurate itemized wage
16 statements identifying all required information, including without limitation, the correct overtime
17 rate, and paying overtime at the correct rate of pay.

18 **JURISDICTION AND VENUE**

19 4. The Court has jurisdiction over the violations of the California Labor Code §§ 201-
20 203, 226, 233,246 and 2698 *et seq.*

21 5. Venue is proper in Santa Clara County because Plaintiff is informed and believes
22 and based thereon alleges that Defendants maintain their headquarters in this County.

23 **PARTIES**

24 6. In or around July 2006, Plaintiff began working for Defendant at Defendants’
25 location in Pleasanton, California. On or about February 13, 2025, Plaintiff’s employment ended.
26 Plaintiff’s last job title with Defendants was Staffing Office Coordinator. During Plaintiff’s
27 employment, she was paid sick pay wages and shift differential wages.

28 7. Defendants provide medical services throughout the State of California.

1 8. Plaintiff was and is a victim of the policies, practices, and customs of Defendants
2 complained of in this action in ways that have deprived Plaintiff of the rights guaranteed by
3 California Labor Code §§ 201-203, 226, 233, 246, and 2698 *et seq.*

4 9. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
5 mentioned Defendants and DOES 1 through 50 are and were business entities, individuals, and
6 partnerships, licensed to do business and actually doing business in the State of California.

7 10. As such, and based upon all the facts and circumstances incident to Defendants'
8 business in California, Defendants are subject to California Labor Code §§ 201-203, 226, and 2698
9 *et seq.*,

10 11. Plaintiff does not know the true names or capacities, whether individual, partner or
11 corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said
12 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
13 complaint when the true names and capacities are known. Plaintiff is informed and believes, and
14 based thereon alleges, that each of said fictitious Defendants was responsible in some way for the
15 matters alleged herein and proximately caused Plaintiff and members of the general public and
16 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

17 12. At all times herein mentioned, each of said Defendants participated in the doing of
18 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
19 Defendants, and each of them, were the agents, servants and employees of each of the other
20 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
21 within the course and scope of said agency and employment.

22 13. Plaintiff is informed and believes, and based thereon alleges, that at all times
23 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
24 joint venturer of, or working in concert with each of the other co- Defendants and was acting
25 within the course and scope of such agency, employment, joint venture, or concerted activity. To
26 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
27 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
28 Defendants.

 14. At all times herein mentioned, Defendants, and each of them, were members of, and

engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

15. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

CLASS ACTION ALLEGATIONS

16. **Definition:** The named individual Plaintiff seeks class certification, pursuant to California Code of Civil Procedure § 382, of the following class:

- a. All non-exempt California employees who were paid non-discretionary incentive wages including, but not limited to, shift differential wages, which covered any time period in which the employee was paid sick pay from Defendant and whose employment ended, either voluntarily or involuntarily, at any time during the period of time from February 28, 2022, through the present (the “Class”).

17. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the Class is readily ascertainable by review of the Defendants records, including payroll records. Plaintiff is informed and believes, and based thereon alleges, that the Defendants failed to provide accurate itemized wage statements to employees in violation of Labor Code § 226 and pay employees their sick pay at their regular rate of pay in violation of Labor Code §§ 201-203, 233 and 246.

18. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the class defined above. Plaintiff’s attorneys are ready, willing and able to fully and adequately represent the class and the named Plaintiffs. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions in

1 the past and currently have a number of wage-and-hour class actions pending in California courts.

2 19. **Common Question of Law and Fact:** There are predominant common questions
3 of law and fact and a community of interest amongst Plaintiffs and the claims of the Class
4 concerning the Defendants failure to provide accurate itemized wage statements to employees in
5 violation of Labor Code § 226 and pay employees their sick pay at their regular rate of pay in
6 violation of Labor Code §§ 201-203, 233 and 246.

7 20. **Typicality:** The claims of the named Plaintiff are typical of the claims of all
8 members of the Class in that Plaintiff has suffered the harm alleged in this Complaint in a similar
9 and typical manner as the Class members. Defendants violated Labor Code §§ 201-203, 233 and
10 246 by failing to pay sick pay at the regular rate of pay. Specifically, Plaintiff and all members of
11 the class routinely earned non-discretionary incentive wages, such as shift differential wages,
12 which should have increased their rates of pay. However, when Defendants paid sick pay to
13 Plaintiff and Class Members, said wages were paid at the base rate of pay, as opposed to the
14 regular rate of pay. Plaintiff and Class Members were also not provided proper and accurate
15 itemized wage statements as required by Labor Code § 226(a). Specifically, Defendants violated
16 Labor Code § 226(a)(9) by, among other actions, failing to list the correct rate of pay when
17 Plaintiff was paid sick pay wages and shift differential wages covering the same pay period. Thus,
18 Plaintiff is a member of the Class and has suffered the alleged violations of California Labor Code
§§ 201-203, 226, 233 and 246.

19 21. The California Labor Code and upon which Plaintiff bases these claims is broadly
20 remedial in nature. These laws and labor standards serve an important public interest in
21 establishing minimum working conditions and standards in California. These laws and labor
22 standards protect the average working employee from exploitation by employers who may seek to
23 take advantage of superior economic and bargaining power in setting onerous terms and conditions
24 of employment.

25 22. The nature of this action and the format of laws available to Plaintiff and members
26 of the Class identified herein make the class action format a particularly efficient and appropriate
27 procedure to redress the wrongs alleged herein. If each employee were required to file an
28 individual lawsuit, the corporate Defendant would necessarily gain an unconscionable advantage

1 since it would be able to exploit and overwhelm the limited resources of the individual Plaintiff
2 with Defendants' vastly superior financial and legal resources. Requiring each Class member to
3 pursue an individual remedy would also discourage the assertion of lawful claims by employees
4 who would be disinclined to file an action against their former and/or current employer for real and
5 justifiable fear of retaliation and permanent damage to their careers at subsequent employment.

6 23. The prosecution of separate actions by the individual class members, even if
7 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to
8 individual Class members against the Defendants and which would establish potentially
9 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
10 individual Class members which would, as a practical matter, be dispositive of the interest of the
11 other Class members not parties to the adjudications or which would substantially impair or
12 impede the ability of the Class members to protect their interests. Further, the claims of the
13 individual members of the Class are not sufficiently large to warrant vigorous individual
14 prosecution considering all of the concomitant costs and expenses.

15 24. Such a pattern, practice and uniform administration of corporate policy regarding
16 illegal employee compensation described herein is unlawful and creates an entitlement to recovery
17 by Plaintiffs and the Class identified herein, in a civil action any and all applicable penalties and/or
18 damages, reasonable attorneys' fees, and costs of suit according to the mandate of California Labor
19 Code §§ 218.5, 226 and 1194 and Code of Civil Procedure § 1021.5.

20 25. Proof of a common business practice or factual pattern, which the named Plaintiffs
21 experienced and are representative of, will establish the right of each of the members of the Class
22 to recovery on the causes of action alleged herein.

23 26. The Class is commonly entitled to a specific fund with respect to the compensation
24 illegally and unfairly retained by the Defendants. The Class is commonly entitled to restitution of
25 those funds being improperly withheld by the Defendants. This action is brought for the benefit of
26 the entire class and will result in the creation of a common fund.

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FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE §§ 201-203

(AGAINST THE DEFENDANTS AND DOES 1-50 BY PLAINTIFF AND THE CLASS)

27. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set for herein.

28. Labor Code §246(l)(1) requires that nonexempt employees be paid sick time 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.

29. Labor Code §246(l)(2) requires that paid sick time for nonexempt employees 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.

30. Defendants violated Labor Code §246 by failing to pay sick pay at the regular rate of pay. Plaintiff and Class Members routinely earned non-discretionary incentive wages, such as shift differential wages, which should have been included in the calculation of their regular rate of pay. However, when Defendants paid sick pay to Plaintiff and Class Members, said wages were paid at the base rate of pay, as opposed to the regular rate of pay, in violation of Labor Code § 246.

31. As a pattern and practice, Defendants regularly failed to pay Plaintiff and other members of the Class their correct wages and accordingly owe waiting time penalties pursuant to Labor Code § 203. Further, Plaintiff is informed and believes and based thereon alleges that such failure to pay sick pay at regular rate was willful, such that Plaintiff and Class Members whose employment has separated are entitled to waiting time penalties pursuant to Labor Code §§ 201-203.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE § 226(a)

(AGAINST THE DEFENDANTS AND DOES 1-50 BY PLAINTIFF AND THE SICK PAY CLASS)

32. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set for herein.

33. Defendants failed in its affirmative obligation to provide accurate itemized wage statements in violation of Labor Code § 226(a). Specifically, Defendants violated Labor Code § 226(a)(9) by, among other actions, failing to list the correct rate of pay when Plaintiff and Class Members were paid sick pay wages and shift differential wages covering the same pay period.

34. Plaintiff is informed and believes, and based thereon alleges, that that the Defendants' violation of Section 226(a) is class-wide.

35. Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recovery by Plaintiffs and the Class identified herein, in a civil action, for all damages or penalties pursuant to Labor Code § 226, including interest thereon, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 226.

THIRD CAUSE OF ACTION

VIOLATION OF LABOR CODE § 2698, *ET SEQ.*

**(BY PLAINTIFF AS A PROXY FOR THE STATE AND AGGRIEVED EMPLOYEES
AGAINST ALL DEFENDANTS)**

36. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

37. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California from February 28, 2024, through the present, for Defendants' violations of Labor Code §§ 201-203, 226, 233, and 246, arising from Defendants' policy and practice of: (a) failing to pay sick pay at the regular rate of pay and (b) failing to provide accurate itemized wage statements.

38. On or about February 28, 2025, Plaintiff sent written notices to the Labor & Workforce Development Agency (“LWDA”) of specific facts and theories for Defendants’ violations as set forth above. Plaintiff simultaneously sent written notices to Defendants via certified mail.

39. As of the date of the filing of this Complaint, the LWDA has not responded to Plaintiff's written notices nor indicated that it intends to investigate the Labor Code violations provided for in the written notices.

40. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all applicable civil penalties for Defendants' violations of Labor Code 201-203, 226, 233, 246, and 2698 *et seq.*, for the time period described above, on behalf of herself and other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment individually and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class;
2. For an order appointing Plaintiff as the representative of the Class as described herein;
3. For an order appointing counsel for Plaintiff as Class counsel;
4. Upon the First Cause of Action, for unpaid wages and/or penalties pursuant to California Labor Code §§ 201-203, 233 and 246, and for costs and attorneys' fees pursuant to Labor Code §§ 218.5 and 1194;
5. Upon the Second Cause of Action, for penalties pursuant to California Labor Code § 226, and for costs and attorneys' fees;
6. Upon the Third Cause of Action, for the full amount of penalties pursuant to California Labor Code §§ 201-203, 226, 226.3, 233, 246 and 2698, *et seq.*, and for costs and attorneys' fees;
7. On all causes of action, for attorneys' fees and costs as provided by California Labor Code §§ 218.5, 226, 1194, and 2699 and Code of Civil Procedure § 1021.5; and
8. For such other and further relief as the Court may deem just and proper.

DATED: May 6, 2025

LAW OFFICES OF CHOI & ASSOCIATES
DIVERSITY LAW GROUP, P.C.

By: 
Edward W. Choi
Larry W. Lee
Kristen M. Agnew
Attorneys for PLAINTIFF and the CLASS

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5 COUNTY OF LOS ANGELES]ss.
6]

7 I am employed in the County of Los Angeles, State of California. I am over the age of 18
8 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250,
9 Los Angeles, California 90071.

10 On May 6, 2025, I served the following document(s) described as: **FIRST AMENDED**
11 **CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this
12 action as follows:

13 Stanford Health Care Tri-Valley 14 c/o Debra L. Zumwalt 450 Jane Stanford Way, Building 170, 3 rd Floor Stanford, California 94305	Agent for Service of Process
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15 X BY MAIL: by placing _____ the original or X a true and correct copy
16 thereof enclosed, in (a) sealed envelope(s) addressed to the party(ies) listed above or on the
17 attached mailing list. I am readily familiar with the firm's practice for collection and processing
18 of correspondence and other materials for mailing with the United States Postal Service. On this
19 date, I sealed the envelope(s) containing the above materials and placed the envelope(s) for
20 collection and mailing on this date at the address above following our office's ordinary business
practices. The envelope(s) will be deposited with the United States Postal Service on this date,
in the ordinary course of business.

21 I declare under penalty of perjury under the laws of the State of California that the above
22 is true and correct. Executed on May 6, 2025, at Los Angeles, California.

23 
24 Erika Mejia