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

WILLIAM BROADNAX, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

UNIVERSAL HEALTH SERVICES OF
RANCHO SPRINGS, INC.; and DOES 1
through 20, inclusive,

Defendants.

Case No. CVRI2100518

*Assigned to all Purposes to:
Hon. Sunshine Sykes; Dept. 6*

**FIRST AMENDED COMPLAINT FOR
VIOLATION OF THE CALIFORNIA
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB. CODE
§§ 2698, ET SEQ.)**

1 Plaintiff William Broadnax, individually, and on behalf of other aggrieved employees,
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff William Broadnax (“Plaintiff”) brings this representative action
5 pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code. § 2698 *et seq.*, against
6 defendants Universal Health Services of Rancho Springs, Inc., and DOES 1 through 20,
7 inclusive (collectively, “Defendants”), on behalf of himself individually and on behalf of
8 California citizens who are and were employed by Defendants as non-exempt employees
9 throughout California.

10 2. Defendants are in the business of providing medical services.

11 3. Plaintiff is informed and believes, and thereon alleges, that Defendants have
12 increased their profits by violating state wage and hour laws by, among other things:

- 13 (a) Failing to pay overtime wages at the proper rates;
- 14 (b) Failing to pay all wages (including minimum wages and overtime
15 wages);
- 16 (c) Failing to provide lawful meal periods or compensation in lieu thereof;
- 17 (d) Failing to authorize or permit lawful rest breaks or provide compensation
18 in lieu thereof;
- 19 (e) Failing to provide accurate itemized wage statements;
- 20 (f) Failing to pay all wages due upon separation of employment; and
- 21 (g) Failing to reimburse all business expenses incurred by the employee in
22 direct consequence of the discharge of his or her duties.

23 4. Plaintiff seeks monetary relief against Defendants on behalf of himself and all
24 other aggrieved employees in California to recover, among other things, civil penalties,
25 attorneys’ fees, costs, and expenses.

26 **JURISDICTION AND VENUE**

27 5. This is a representative action pursuant to Private Attorneys General Act of 2004
28 (Cal. Lab. Code §§ 2698, *et seq.*)(“PAGA”). The civil penalties sought by Plaintiff exceeds the

1 minimal jurisdictional limits of the Superior Court and will be established according to proof at
2 trial.

3 6. This Court has jurisdiction over this action pursuant to the California
4 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all
5 causes except those given by statutes to other courts. The statutes under which this action is
6 brought do not specify any other basis for jurisdiction.

7 7. This Court has jurisdiction over all Defendants because, upon information and
8 belief, they are citizens of California, have sufficient minimum contacts in California, or
9 otherwise intentionally avail themselves of the California market so as to render the exercise of
10 jurisdiction over them by the California courts consistent with traditional notions of fair play
11 and substantial justice.

12 8. Venue is proper in this Court because, upon information and belief, Defendants
13 reside, transact business, or have offices in this county, and the acts and omissions alleged
14 herein took place in this county.

15 **THE PARTIES**

16 9. Plaintiff is a citizen of California. Plaintiff was employed by Defendants during
17 the relevant time period in California.

18 10. Plaintiff is informed and believes, and thereon alleges that at all times
19 hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage
20 Orders as employers, whose employees were and are engaged throughout this county and the
21 State of California.

22 11. Plaintiff is unaware of the true names or capacities of the defendants sued herein
23 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
24 Complaint and serve such fictitiously named defendants once their names and capacities
25 become known.

26 12. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
27 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants
28 at all relevant times.

13. 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 defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the employer and/or joint employer of Plaintiff and the other aggrieved employees.

14. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

15. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

16. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

17. At all relevant times mentioned herein, Defendants employed Plaintiff and other California residents as non-exempt employees at Defendants' California business location(s).

18. Defendants continue to employ non-exempt employees within California.

19. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other aggrieved employees were entitled to receive wages for all time worked (including minimum and overtime wages) and that they were not receiving

1 all wages earned for work that was required to be performed due to rounding practices, off-the-
2 clock temperature checks, and unpaid continuing education classes, among other practices. In
3 violation of the Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees
4 were not paid all wages (including minimum and overtime wages) for all hours worked at the
5 proper rates of pay.

6 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other aggrieved employees were entitled to receive
8 overtime wages and that they were not receiving all wages earned for work under Defendants'
9 Alternative Workweek Schedule. Plaintiff believes Defendant either failed to implement a
10 proper alternative workweek or failed to properly pay overtime under a valid Alternative
11 Workweek Schedule and thus owe Plaintiff and other aggrieved employees unpaid overtime.

12 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other aggrieved employees were entitled to receive all
14 required meal periods or payment of one (1) additional hour of pay at Plaintiff's and other
15 aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted
16 meal period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other
17 aggrieved employees did not receive all meal periods or payment of one (1) additional hour of
18 pay at Plaintiff's and other aggrieved employees' regular rate of pay when they did not receive
19 a timely, uninterrupted meal period.

20 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and other aggrieved employees were entitled to receive all rest
22 breaks or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved
23 employees' regular rate of pay when a rest break was missed. In violation of the Labor Code
24 and IWC Wage Orders, Plaintiff and other aggrieved employees did not receive all rest breaks
25 or payment of one (1) additional hour of pay at Plaintiff's and other aggrieved employees'
26 regular rate of pay when a rest break was missed.

27 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other aggrieved employees were entitled to

1 reimbursement for necessary expenditures incurred in connection with the performance and
2 execution of their job duties. In violation of the California Labor Code, Plaintiff and other
3 aggrieved employees did not receive adequate reimbursement for necessary business expenses,
4 including, but not limited to, reimbursement for cell phone use.

5 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that the other aggrieved employees were entitled to receive itemized wage
7 statements that accurately showed the gross and net wages earned, total hours worked, all
8 applicable hourly rates in effect, and the number of hours worked at each hourly rate in
9 accordance with California law. In violation of the Labor Code, the other aggrieved employees
10 were not provided with accurate itemized wage statements.

11 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and the other aggrieved employees were entitled to timely
13 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
14 and the other aggrieved employees did not receive payment of all wages within permissible
15 time periods.

16 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known they had a duty to compensate Plaintiff and other aggrieved employees, and
18 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
19 intentionally failed to do so in order to increase Defendants' profits.

20 28. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
21 against Defendants on behalf of himself and all other aggrieved employees to recover, among
22 other things, unpaid wages (including minimum and overtime wages), meal period premium
23 payments, rest period premium payments, interest, attorneys' fees, penalties, costs, and
24 expenses.

25 **FIRST CAUSE OF ACTION**

26 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

27 29. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs
28 as though fully set forth herein.

1 30. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
2 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
3 (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees for
4 violation of the Labor Code may, as an alternative, be recovered through a civil action brought by
5 an aggrieved employee on behalf of himself or herself and other current or former employees
6 pursuant to the procedures specified in Labor Code § 2699.3.

7 31. For all provisions of the Labor Code except those for which a civil penalty is
8 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
9 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
10 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
11 period in which Defendants violated these provisions of the Labor Code.

12 32. Defendants’ conduct violates numerous Wage Order and Labor Code sections,
13 including, but not limited to, the following:

- 14 a. violation of Labor Code §§ 201, 202, 203, 204, 210, 510, 511, 558,
15 1182.12, 1194, 1197, and 1198 for failure to timely pay all earned wages
16 (including minimum wage and overtime wages) owed to Plaintiff and
17 other aggrieved employees during employment and upon separation of
18 employment as herein alleged;
- 19 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
20 periods to Plaintiff and other aggrieved employees and failure to pay
21 premium wages for missed meal periods as herein alleged;
- 22 c. violation of Labor Code § 226.7 for failure to permit rest breaks to
23 Plaintiff and other aggrieved employees and failure to pay premium wages
24 for missed rest periods as herein alleged;
- 25 d. violation of Labor Code § 226 for failure to provide accurate itemized
26 wage statements to Plaintiff and other aggrieved employees as herein
27 alleged;

- 1 e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain
2 accurate and complete records showing, among other things, the hours
3 worked daily by and the wages paid to aggrieved employees; and
4 f. violation of Labor Code §§ 2800 and 2802 for failure to reimburse
5 Plaintiff and other aggrieved employees of business expenses as herein
6 alleged.

7 33. Plaintiff is an “aggrieved employee” because he was employed by the alleged
8 violator and had one or more of the violations committed against him, and therefore is properly
9 suited to represent the interests of all other aggrieved employees.

10 34. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as
11 to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all
12 other aggrieved employees under PAGA.

13 35. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
14 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
15 cited above.

16 36. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred
17 herein.

18 **PRAYER FOR RELIEF**

19 Plaintiff, on his own behalf and on behalf of all other aggrieved employees, prays for
20 relief and judgment against Defendants, jointly and severally, as follows:

21 1. For civil penalties against Defendant on behalf of all aggrieved employees and
22 the LWDA pursuant to Labor Code § 2698, *et seq.*;

23 2. For reasonable attorneys’ fees, costs of suit, and interest to the extent permitted
24 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§
25 226(e), 1194, 2802(c), and 2698 *et seq.*; and

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3. For such other relief as the Court deems just and proper.

Dated: July 27, 2021

AEGIS LAW FIRM, PC

By: 
Jordan Wysocki
Attorneys for Plaintiff William Broadnax

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and my
business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On July 27, 2021, I served the foregoing document entitled

- 5 • **FIRST AMENDED COMPLAINT FOR VIOLATION OF THE CALIFORNIA**
6 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (CAL. LAB.**
7 **CODE §§ 2698, ET SEQ.)**

8 on all the appearing and/or interested parties in this action by placing ☐ the original ☒ a true
9 copy thereof enclosed in sealed envelope(s) addressed as follows:

10 Stacey E. James
11 Noah Woods
12 Raquel Zilberman Rotman
13 LITTLER MENDELSON P.C.
14 501 W. Broadway, Suite 900
San Diego, CA 92101.3577
Telephone: 619.232.0441
Fax No.: 619.232.4302
sjames@littler.com
nwoods@littler.com
rzilberman@littler.com

15 *Attorneys for Defendant*
16 **UNIVERSAL HEALTH SERVICES OF**
RANCHO SPRINGS, INC.

17 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
18 correspondence for mailing. Under that practice it would be deposited with the U.S. Postal
19 Service on that same day with postage thereon fully prepaid at Irvine, California in the
20 ordinary course of business. I am aware that on motion of the party served, service is
presumed invalid if postage cancellation date or postage meter date is more than one day
after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc. § 1013(a); Fed. R.*
Civ. Proc. 5(a); Fed. R. Civ. Proc. 5(c).)

21 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
22 practice of Aegis Law Firm PC for collection and processing correspondence for overnight
23 delivery, and I caused such document(s) described herein to be deposited for delivery to
a facility regularly maintained Federal Express for overnight delivery. (*Cal Code Civ.*
Proc. § 1013(c); Fed. R. Civ. Proc. 5(c).)

24 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via electronic
25 transmission via the above listed email addresses on the date below. (*Cal. Code Civ. Proc. §*
1010.6(6); Fed. R. Civ. Proc. 5(b)(2)(E); Fed. R. Civ. Proc. 5(b)(3).)

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

3 Executed on July 27, 2021, at Irvine, California.

4 
5 Andrea Drocco