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2025 MAY 20 AM 10:52

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

MIRIAM CAMARILLO, an individual on behalf
of herself and all others similarly situated,

Plaintiff,

v.

LODI MEMORIAL HOSPITAL
ASSOCIATION, INC., a California corporation;
and DOES 1 to 100,

Defendants.

CASE NO.

STK-CV-UOE-2025-7037

CLASS ACTION

COMPLAINT

1. Violation of Violation of Business & Professions Code §17200, et seq.
2. Recovery of Unpaid Wages and Penalties
3. Failure to Allow Rest Periods
4. Failure to Pay Wages of Terminated or Resigned Employees (Waiting Time Penalties)
5. Failure to Provide Accurate Itemized Wage Statements
6. Failure to Provide Meal Breaks
7. Penalties Under PAGA Labor Code §2698, et seq.

DEMAND FOR JURY TRIAL

COMPLAINT

1 Plaintiff, Miriam Camarillo, an individual, on behalf of herself and all others similarly
2 situated, hereby complains against LODI MEMORIAL HOSPITAL ASSOCIATION, INC., a
3 California corporation; and DOES 1 to 100, (hereinafter collectively referred to as "Defendant"),
4 and DOES 1 to 100, as follows:

5 **GENERAL ALLEGATIONS**

6 **JURISDICTION**

7 1. This is a civil action seeking recovery of unpaid wages under California Labor Code
8 §§ 203, 210, 226, 226.7, 510, 558, 1194, 1197.1, and 1198. The Plaintiff, an individual, brings an
9 action for monetary damages for failure to pay wages as well as for injunctive relief, declaratory
10 relief and restitution for Defendant's violations of Business and Professions Code (B&PC) §17200,
11 et seq., including full restitution of all compensation retained by Defendant, as a result of its
12 unlawful, fraudulent and unfair business practices. Plaintiff seeks all available relief, including full
13 damages, full restitution and/or disgorgement of all revenues, earnings, profits, compensation and
14 benefits retained by Defendant as a result of its unlawful, unfair business practices.

15 **VENUE**

16 2. Venue as to the Defendant is proper in San Joaquin County pursuant to California
17 Code of Civil Procedure (CCP) §§ 395(a) and 395.5, as at least some of the acts complained of
18 herein occurred in the County of San Joaquin. Defendant either owns or maintain offices, transacts
19 business, has an agent or agents within the County of San Joaquin, or otherwise is found within the
20 County of San Joaquin, and Defendant is within the jurisdiction of this Court for purposes of
21 service of process.

22 **PARTIES**

23 3. Miriam Camarillo is an individual over the age of eighteen (18). At all relevant
24 times herein, Plaintiff Camarillo was and currently is a resident of the County of Sacramento, State
25 of California.

26 4. Plaintiff is informed and believe and thereon allege that at all times mentioned
27 herein, Defendant LODI MEMORIAL HOSPITAL ASSOCIATION, INC., is a California
28 corporation based in Lodi, California.

1 5. Plaintiff is informed and believes and thereon alleges that at all times mentioned
2 herein, Defendant and each of them listed herein are hospitals and/or clinics licensed to do business
3 in California.

4 6. Plaintiff is informed and believes and thereon alleges that at all relevant times each
5 Defendant was licensed to do business in the State of California, County of San Joaquin with
6 various locations in San Joaquin County.

7 7. Further, Defendant is and was the employer of the Plaintiff and the class during the
8 relevant time Period. During the liability period, Defendant employed Plaintiff and the class and
9 failed to pay Plaintiff and the class for all time worked due to requiring Plaintiff and the class to
10 work in excess of eight (8) in a day without proper premium overtime, and/or as well as failing to
11 provide rest periods and/or compensation for said rest periods, and failed to provide accurate wage
12 statements. On information and belief and based thereon, Plaintiff alleges that Defendant is
conducting business in good standing in California.

13 8. Plaintiff is informed and believes and thereon alleges that Defendant and DOES 1 to
14 100, control and operate business and establishments in locations within the State of California,
15 including, but not limited to, the County of San Joaquin. Thus, each named Defendant and DOES
16 1 to 100 are subject to B&PC §17200, et seq. (Unfair Competition Law) and the Labor Code as
17 hereinafter alleged.

18 9. Plaintiff does not know the true names or capacities, whether individual, partner, or
19 corporate, of Defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
20 Defendants are sued under such fictitious names, and Plaintiff will seek from this Court leave to
21 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
22 and believes and thereon alleges that each Defendant and each fictitious Defendant, whether
23 individual, partners, or corporate, was responsible in some manner for the circumstances alleged
24 herein, and proximately caused Plaintiff to be subjected to the unlawful employment practices,
25 wrongs, injuries and damages complained of herein.

26 **PRIVATE ATTORNEY GENERAL ALLEGATIONS**

27 10. Plaintiff on behalf of herself, filed this cause of action acting as a private attorney
28 general on behalf of the general public to challenge and remedy the business practices of Defendant
alleged herein.

11. B&PC §17200, et seq., often referred to as the Unfair Competition Law, prohibits unfair competition, which is defined to include any unlawful, unfair, or fraudulent business act or practices. Defendant has instituted and implemented unlawful wage-and-hour policies, which constitute unfair, unlawful, or fraudulent business acts or practices within the State of California. Any person that has suffered injury may initiate an action to enforce B&PC §17200. The court is authorized to order injunctive relief, declaratory relief, and restitution to affected members of the general public as remedies for any violations of B&PC §17200.

12. Plaintiff is entitled to an award of attorneys' fees and costs in prosecuting this action as a private attorney general against Defendant under CCP §1021.5 based in part on the following:

a. A successful outcome in this action will result in the enforcement of important rights affecting the public interest by maintaining the integrity of entities that employ employees;

b. This action will result in a significant benefit to the general public by ceasing unlawful, unfair and deceptive activity, and by causing the return of ill-gotten gains obtained by Defendant through their failure to properly pay their employees;

c. Unless this action is prosecuted, members of the general public will not recover monies wrongfully taken from them, and many employees and consumers would not be aware that they were victimized by Defendant's wrongful acts and practices; and unless attorneys' fees and costs are awarded against Defendant, the general public will not be made whole.

CLASS REPRESENTATIVE

13. The class representative Plaintiff who worked in the position of non-exempt hourly employee, while employed by Defendant within the State of California, is Miriam Camarillo.

CLASS ACTION ALLEGATIONS

14. Plaintiff bring this action on behalf of herself and all others similarly situated as a class action pursuant to CCP §382. The Classes which Plaintiff seeks to represent are composed of and defined as follows:

Class Definition:

All non-exempt hourly employees who worked for Defendant in California at least one (1) day at any time from four (4) years preceding the filing of this Complaint through the date of the class certification order.

Class 1:

All non-exempt employees who worked for Defendant as hourly employees in California from four (4) years prior to the filing this action to the date of certification or judgment, whichever is earlier, and who were not paid premium overtime pay for hours over eight (8) in a day at the correct regular rate of pay. (“Overtime/ Regular Rate Class”).

Class 2:

All current and former hourly non-exempt California employees who work or worked for Defendant at any time from (4) four years from the date of filing through class certification, who were not authorized or permitted to take a duty-free rest period of at least ten (10) consecutive minutes for each four (4) hours or major fraction thereof pursuant to California law. (Rest Period Class)

Subclass 1:

All current and former hourly non-exempt California employees who work or worked for Defendants at any time from four (4) years from the date of filing through certification who were required to remain on-duty and on-premises for their rest breaks. (On-Duty-/On-Premises Rest Period Subclass).

Class 3:

All current and former hourly non-exempt California employees who work or worked for Defendant at any time from four (4) years from the date of filing through certification who were required to work off the clock. (Minimum wage / Off-the-Clock Class)

Class 4:

All hourly non-exempt California employees who worked for Defendant at some point from three (3) years from the date of filing of this action through the date of certification who are no longer employed with Defendant. (Waiting Time Penalty Class)

Class 5:

All hourly non-exempt California employees who worked for Defendant at any time from one (1) year preceding the filing of this Complaint through the date of class certification order who were provided a paystub (a.k.a. wage statement) from Defendant. (“Pay Stub Class”)

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1 **Class 6:**

2 All current and former hourly non-exempt California employees who work or worked for
3 Defendant at any time from (4) four years from the date of filing through class certification, who
4 were not authorized or permitted to take a duty-free meal period of at least thirty (30) minutes for
5 every five (5) hours worked, pursuant to California law. (Meal Period Class)

6 **Subclass 2:**

7 All current and former hourly non-exempt California employees who work or worked for
8 Defendants at any time from four (4) years from the date of filing through certification who were
9 required to remain on-duty and on-premises for their meal breaks. (On-Duty-/On-Premises Meal
10 Period Subclass).

11 The members of the classes are so numerous that joinder of all members would be
12 unfeasible and not practicable. The membership of the classes is unknown to Plaintiff at this time;
13 however, it is estimated that the classes number greater than 50 individuals. The identity of such
14 membership is readily ascertainable via inspection of Defendant's employment records.

15 15. There are common questions of law and fact as to Plaintiff and all others similarly
16 situated which predominate over questions affecting only individual members including, without
17 limitation to:

- 18 i. Whether Defendant required Plaintiff and Plaintiff Class to work off-the-
19 clock;
- 20 ii. Whether Defendant violated the applicable Labor Code provisions including
21 §§ 510, 1194, and 203 by requiring substantial overtime work and not paying
22 for said work according to the overtime laws of the State of California,
23 without statutory exemptions;
- 24 iii. Whether Defendant failed to pay overtime premiums and rest period
25 premiums to the class based on the correct regular rate of pay;
- 26 iv. Whether Defendant improperly retained, appropriated or deprived Plaintiff
27 of the use of monies or sums to which Plaintiff was legally entitled;
- 28 v. Whether Defendant engaged in unfair business practices;
- vi. Whether Defendant, and each of them, was/were participants in the alleged
unlawful conduct;

- vii. Whether Defendant's conduct was willful or reckless;
- viii. The effect upon and the extent of injuries suffered by Plaintiff and all others similarly situated and the appropriate amount of compensation;
- ix. The appropriate amount of monetary penalties allowed by Labor Code §201, et. seq.;
- x. Whether Defendant discouraged, dissuaded, or impeded non-exempt employees from receiving legally compliant rest periods;
- xi. Whether Defendant knowingly and intentionally failed to maintain records for Plaintiff and members of the class as required by Labor Code § 1174 and IWC Order, 5-2001; and
- xii. Whether Defendant is subject to civil penalties pursuant to Labor Code §§2699, et seq.

16. Plaintiff's claims are typical of the claims of all members of the classes and subclasses mentioned herein. Plaintiff, as representative party, will fairly and adequately protect the interest of the classes by vigorously pursuing this suit through her attorneys who are skilled and experienced in handling matters of this type. Plaintiff has no claims or interests that are antagonistic to any class member.

17. The nature of this action and the nature of laws available to the members of the classes identified herein make use of the class action format a particularly efficient and appropriate procedure to afford relief to Plaintiff for the wrongs alleged herein. Further, this claim involves one large employer, Defendant, and a large number of individual employees (Plaintiff and all others similarly situated) with many relatively small claims with common issues of law and fact. If each employee were required to file an individual lawsuit, the corporate Defendant would necessarily gain an unconscionable advantage since it would be able to exploit and overwhelm the limited resources of each individual Plaintiff with their vastly superior financial and legal resources. Requiring each class member to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to pursue an action against their present and/or former employer for an appreciable and justifiable fear of retaliation and permanent damage to their careers at present and/or subsequent employment. Proof of a common business practice or factual pattern, of which the named Plaintiffs experienced, is representative of the class

1 mentioned herein and will establish the right of each of the members of the named class to recovery
2 on the causes of action alleged herein.

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

12 19. Plaintiff and all others similarly situated are entitled to the wages and other monies
13 unlawfully withheld. This action is brought for the benefit of the public.

14 **FIRST CAUSE OF ACTION**

15 **Violation of Business & Professions Code §17200, et seq.**

16 **Against All Defendants**

17 20. Plaintiff re-alleges and incorporates by reference herein the allegations of all
18 preceding paragraphs as though fully set forth herein.

19 21. Beginning on an exact date unknown to Plaintiff but believed to have occurred at
20 least four (4) years preceding the filing of this action, Defendant has engaged in a pattern and
21 practice of acts of unfair competition in violation of B&PC §17200.

22 22. Defendant has engaged in the practice of paying their employees, including all
23 hourly employees in a fashion that circumvents California wage laws.

24 **FAILURE TO PAY PROPER WAGES, PREMIUM PAY**

25 **AND OVERTIME COMPENSATION**

26 23. Plaintiff is informed and believe and thereon allege that as part of Defendant's
27 ongoing unfair business practices, Plaintiff was employed and scheduled as a matter of established
28 company policy to work, and in fact, worked shifts in excess of eight (8) hours a day, yet was not
paid for all time worked given that Defendant required Plaintiff to work off the clock as detailed
infra, and failed to authorize or permit Plaintiff and the class to take off-premises, off-duty meal

1 and rest breaks.

2 **FAILURE TO PERMIT AND AUTHORIZE REST PERIOD BREAKS**

3 24. Plaintiff is entitled to the benefits of Labor Code § 226.7 and Order 5-2001 of the
4 Industrial Welfare Commission. Pursuant to Labor Code § 226.7 and Wage Order 5-2001, Plaintiff
5 was entitled to separate rest periods of at least 10 minutes for each four-hour period of work or
6 major fraction thereof, and one hour of additional pay for every shift a rest period was not provided
7 in conformance with this obligation.

8 25. Plaintiff is informed and believes, and thereon allege that Defendant consistently
9 failed to authorize and permit Plaintiff and the class to take all rest breaks during their shifts, and/or
10 would regularly interrupt Plaintiff and the class while on a break, given that Defendant requires
11 Plaintiff and the class to remain on-premises.

12 **FAILURE TO PAY FOR ALL TIME WORKED (OFF THE CLOCK)**

13 26. Plaintiff is informed and believes and thereon alleges, that at all times herein
14 mentioned, Defendant engaged in unlawful, unfair, and fraudulent business practices prohibited by
15 California B&PC §17200, by failing to pay for time worked off the clock. Defendant suffered or
16 permitted Plaintiff and the class to work off the clock. Specifically, requiring or permitting Plaintiff
17 and the class to continue working after they clocked out for a meal, and/or at the end of their shift.

18 27. Further, Plaintiff is informed and believes and thereon alleges, that Plaintiff was
19 required to perform work off-the-clock. Defendant failed to pay Plaintiff for all time worked,
20 including but not limited to straight time, and overtime.

21 **VIOLATION OF MEAL PERIOD PROVISIONS**

22 28. Defendant's improper meal policies are in violation of California law including, but
23 not limited to Labor Code § 226.7, 512, and IWC Wage Order 5-2001. Plaintiff and all others
24 similarly situated these classes are entitled to wages at their regular rate of pay for each violation
25 where Defendants violated the meal break provisions and failed to provide a compliant meal period
26 due to an invalid waiver and no exemption. Plaintiff and the class are entitled to one (1) hour of
pay for each meal break violation at the correct regular rate of pay.

27 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

28 29. Plaintiff is informed and believes and thereon alleges that as part of Defendant's
ongoing unfair business practices, Defendant, and each of them, fails to provide its employees with

1 proper and understandable itemized wage statement, as required by Labor Code § 226.

2 30. Plaintiff is informed, and believes, and thereon alleges, that Defendant, and each of
3 them, fails to provide each employee with an itemized statement which states the actual regular rate
4 paid, the actual total hours worked by the employee, the net wages earned, and all applicable hourly
5 rates in effect during the pay period and the corresponding number of hours worked at each hourly
6 rate by the employee.

7 **VIOLATION OF LABOR CODE § 200, ET SEQ.**

8 31. Plaintiff is informed and believes and thereon alleges that as part of Defendant's
9 ongoing unfair business practices, Defendant failed to provide all her wages at the time of their
10 separation in violation of Labor Code § 200, et. seq.

11 32. Labor Code § 200, et seq. provides that an employer is required to pay an employee
12 all wages (including accrued vacation) within twenty-four (24) hours of the employee's involuntary
13 separation from employment; within twenty-four (24) hours of his or her voluntary separation if the
14 employee gave at least seventy-two (72) hours' notice, and within seventy-two (72) hours, if the
employee voluntarily separated, but did not give at least seventy-two (72) hours' notice.

15 33. Plaintiff is informed and believes and thereon alleges that she has been separated
16 from Defendant did not timely receive a final paycheck detailing the proper amount of wages from
17 Defendant in violation of Labor Code § 200, et. seq.

18 34. Plaintiff is entitled to and does seek such relief as may be necessary to restore to her
19 the money and property which Defendant has acquired, or of which Plaintiff has been deprived by
20 means of the herein described unfair, unlawful, and/or fraudulent business practices.

21 35. Plaintiff is further entitled to and does seek a declaration that the above-described
22 business practices are unfair, unlawful, and/or fraudulent, and injunctive relief restraining
23 Defendant from engaging in any of the herein described unfair, unlawful, and/or fraudulent
24 business practices at all times in the future.

25 36. Plaintiff seeks restitution and injunctive relief for all the aforementioned violations.

26 37. Defendant has engaged in unfair business practices in California by practicing,
27 employing and utilizing the employment practices complained of herein. Defendant's use of such
28 practices constitutes an unfair business practice, unfair competition, and provides an unfair
advantage over Defendant's competitors. Plaintiff seeks full restitution of said monies, as

1 necessary and according to proof, to restore any and all monies withheld and/or acquired by
2 Defendant by means of the unfair business practices complained of herein. Plaintiff seeks
3 restitution of said monies.

4 38. Plaintiff further seeks the appointment of a receiver, as necessary, to establish the
5 total restitutionary relief from Defendant. The restitution includes all wages withheld by Defendant
6 as a result of the unfair business practices, including interest thereon. Absent a statutory provision
7 specifically governing the type of claim at issue, the prejudgment interest rate is 10 percent. The
8 acts complained of herein occurred, at least in part, within the last four (4) years preceding the
9 filing of the Complaint.

10 39. By and through its unfair, unlawful, and/or fraudulent business practices and acts
11 described herein, Defendant has obtained valuable services from Plaintiff and has deprived Plaintiff
12 of valuable rights and benefits guaranteed by law, all to their detriment.

13 40. Plaintiff is entitled to and does seek such relief as may be necessary to restore to her
14 the money and property which Defendant has acquired, or of which Plaintiff has been deprived by
15 means of the herein described unfair, unlawful, and/or fraudulent business practices.

16 41. Plaintiff is entitled to and does seek a declaration that the above-described business
17 practices are unfair, unlawful, and/or fraudulent, and injunctive relief restraining Defendant from
18 engaging in any of the herein described unfair, unlawful, and/or fraudulent business practices at all
19 times in the future.

20 42. Plaintiff requests attorney's fees and costs pursuant to Code of Civil Procedure
21 §1021.5 since this action is brought to vindicate important rights on matters of California public
22 policy.

23 **SECOND CAUSE OF ACTION**

24 **RECOVERY OF UNPAID WAGES & PENALTIES**

25 **(Violation of Labor Code §§ 218, 226, 510, 1194 and 1198)**

26 43. Plaintiff re-alleges and incorporates by reference herein the allegations of all
27 preceding paragraphs as though fully set forth herein.

28 44. Plaintiff and the class were employed and scheduled as a matter of established
company policy to work and in fact worked as non-exempt hourly employees in excess of eight (8)
hours per day and/or in excess of forty (40) hours per week. Defendant employed and scheduled

1 all employees without providing overtime compensation for such excess hours worked in violation
2 of Labor Code §§ 510 and 1194 and the relevant California Industrial Welfare Commission (IWC)
3 orders, including but not limited to, daily, weekly, and seventh day premium overtime
4 payments. The California overtime requirement and wage requirement are non-waivable rights
5 pursuant to LC §219. Defendant and each of them always had a written and verbal agreement to
6 pay overtime at time and one half for all hours worked in excess of eight (8) per day and/or forty
7 (40) hours per pay period.

8 45. Pursuant to Labor Code §§ 218 and 1194(a), Plaintiff may bring a civil action for
9 overtime wages directly against the employer without first filing a claim with the Division of Labor
10 Standards Enforcement (hereinafter “DLSE”) and may recover such wages, together with interest
11 thereon, penalties, attorneys’ fees and costs.

12 46. At all times relevant hereto, Defendant has failed to pay to Plaintiff’s wages when
13 due as required by Labor Code § 204.

14 47. Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer than the
15 hours set by the IWC or under conditions prohibited by the applicable IWC Wage Orders. IWC
16 Wage Order No. 5, as amended, applies to Plaintiff.

17 48. Plaintiff is informed and believes and thereon alleges that she was never paid any
18 proper premium compensation or paid significantly less premium compensation for work
19 accomplished in excess of forty (40) hours per pay period, and/or eight (8) hours per day, without
20 any valid alternative workweek schedule or other exemption.

21 49. Plaintiff is informed and believes and thereon alleges that Defendant consistently
22 administered a corporate policy regarding both staffing levels and duties and responsibilities at
23 their locations which required Plaintiff to work overtime without proper premium pay. This
24 included a uniform corporate policy and practice of requiring Plaintiff to work in excess of eight
25 (8) hours a day without paying premium overtime. This corporate policy and pattern of conduct
26 was/is accomplished with the advance knowledge and design of all Defendant herein. Thus,
27 Plaintiff regularly and customarily performed overtime work. Accordingly, Plaintiff is entitled to
28 overtime compensation under California law.

50. Defendant, and each of them, in violation of Labor Code §§ 201 and 202, et seq.,
respectively, had a consistent and uniform policy, practice and procedure of willfully failing to pay

1 the earned and unpaid wages of Plaintiff Defendant has willfully failed to pay the earned and
2 unpaid wages of such Plaintiff, including, but not limited to, minimum wage, regular pay, straight
3 time pay (pursuant to Labor Code §1194), premium pay, and other wages earned, including non-
4 discretionary bonuses earned but not paid, according to amendment, or proof.

5 51. Likewise, Defendant has a pattern, practice and uniform administration of corporate
6 policy regarding failure to comply with the required provisions of Labor Code § 226.7, in failing to
7 pay Plaintiff for missed rest and meal periods at the employee's regular rate of pay. Accordingly,
8 Plaintiff seeks all underpaid wages, wages that Defendant has failed to pay, which are owing,
9 including interest thereon, willful penalties, attorneys' fees, and costs of suit according to the
10 mandate of LC §1194, et seq.

11 **THIRD CAUSE OF ACTION**

12 **FAILURE TO ALLOW REST BREAKS PURSUANT TO LABOR CODE §226.7**

13 **(Against All Defendants)**

14 52. Plaintiff re-alleges and incorporates by reference as if fully set forth herein, the
15 aforementioned allegations.

16 53. The Plaintiff alleges that Defendant has violated Labor Code §§226.7 & the
17 applicable Wage Order. Section 226.7 of the Labor Code requires an employer to pay an
18 additional hour (1) of compensation for each rest period the employer fails to authorize or permit.
19 Hourly non-exempt employees are entitled to a paid ten (10) minute rest break for every four (4)
20 hours worked or major fraction thereof. The Defendant's policy discourages, dissuades, and
21 prevents all hourly non-exempt employees from taking a duty-free rest period break for any work
22 period that is greater than two (2) hours up to four (4) hours. Plaintiff consistently worked over
23 four (4) hours per shift with no duty-free, off-premises rest breaks, due to Defendant's policy of
24 discouraging, dissuading and/or preventing hourly employees from taking said breaks off-
25 premises.

26 54. Pursuant to Labor Code §226.7, Plaintiff is entitled to damages in an amount equal
27 to one (1) hour of wages per rest break violation, in a sum to be proven at trial.

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FOURTH CAUSE OF ACTION
FAILURE TO PAY WAGES OF TERMINATED OR RESIGNED EMPLOYEES
WAITING TIME PENALTIES (Labor Code §§201-203)

55. Labor Code §201 states that an employer is required to provide an employee who is terminated all unpaid wages immediately upon termination.

56. Plaintiff is informed and believes and thereon alleges that Defendant failed to pay Plaintiff all wages due and owing immediately upon termination, thereby violating Labor Code §201.

57. Labor Code §202 states, in pertinent part, that an employer is required to provide an employee who quits his or her employment all wages due and owing not later than 72 hours thereafter.

58. Plaintiff is informed and believes and thereon alleges that Defendant and each of them failed to pay Plaintiff and the class all wages due and owing upon voluntary resignation, termination or other means, thereby violating Labor Code §202.

59. Labor Code §203 states that if an employer willfully fails to pay an employee wages according to Labor Code §§201 and 202, these wages shall continue as a penalty for up to a maximum of 30 days.

60. Defendant willfully withheld paying Plaintiff's wages thereby violating Labor Code §203. As such, Defendant is required to pay Plaintiff a 30-day wage penalty in addition to all unpaid wages as described herein.

61. Accordingly, Plaintiff is entitled to attorneys' fees, and costs, pursuant to Labor Code § 203 and prejudgment interest.

FIFTH CAUSE OF ACTION
FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
PURSUANT TO LABOR CODE §226
(Against All Defendants)

62. Plaintiff re-alleges and incorporates by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

63. The applicable Wage Order provides:

Every employer shall semimonthly or at the time of each payment of wages furnish

1 each employee, either as a detachable part of the check, draft, or voucher paying
2 the employee's wages, or separately, an itemized statement in writing showing: (1)
3 all deductions; (2) the inclusive dates of the period for which the employee is paid;
4 (3) the name of the employee or the employee's social security number; and (4) the
5 name of the employer, provided all deductions made on written orders of the
6 employee may be aggregated and shown as one item. Subsection (e) provides:
7 "Any employee suffering injury as a result of a knowing and intentional failure by
8 an employer to comply with subdivision (a) shall be entitled to recover the greater
9 of all actual damages or fifty dollars (\$50) for the initial pay period in which a
10 violation occurs and one hundred dollars (\$100) per employee for each violation in
11 a subsequent pay period, not exceeding an aggregate penalty of four thousand
12 dollars (\$4,000), and shall be entitled to an award of costs and reasonable attorney's
13 fees."

14 64. During the Class Period, Defendant knowingly and intentionally failed to provide
15 Plaintiff and the class members, including Plaintiff, with timely and accurate wage statements
16 showing gross wages earned, total hours worked, all deductions made, net wages earned, and all
17 applicable hourly rates in effect during each pay period and the corresponding number of hours
18 worked at each hourly rate by that Class Member. The wage statements provided to Plaintiff failed
19 to state the words "total hours worked" as required by California Labor Code §226.

20 65. Defendant thus required the Class Members, including Plaintiff, to work under
21 conditions prohibited by order of the Industrial Welfare Commission, in violation of those orders.

22 66. The Class Members, including Plaintiff, suffered injury as a result of Defendant's
23 knowing and intentional failure to provide the Class Members, including Plaintiff, with the wage
24 statements required by law.

25 67. Based on Defendant's conduct as alleged herein, Defendant is liable for actual
26 damages, statutory damages and/or statutory penalties pursuant to California Labor Code §226,
27 including attorney's fees and costs.

28 **SIXTH CAUSE OF ACTION**

FAILURE TO PROVIDE MEAL BREAKS

Against All Defendants

68. Plaintiff incorporates by reference as if fully set forth herein, the allegations of
paragraphs above.

69. Labor Code §226.7(c) requires an employer to pay an additional hour of
compensation for each meal period the employer fails to provide. Plaintiff alleges that Defendants

1 failed to provide legally compliant meals in addition to impeding, discouraging and/or dissuading
2 employees from taking legally compliant meal periods. Employees are entitled to a meal period of
3 at least thirty (30) minutes per five (5) hour work period. Plaintiff and the class consistently
4 worked over five (5) hour shifts without meal periods due to Defendants' policy of discouraging,
5 dissuading and/or impeding Plaintiff and the class from taking meal periods. Plaintiff and the
6 class are entitled to a meal period of not less than thirty (30) minutes prior to exceeding five (5)
7 hours of employment, and a second meal period for hours worked over ten (10) in a day.

8 70. Defendants failed to provide, impeded and/or discouraged Plaintiff and others from
9 taking timely meal breaks of not less than thirty (30) minutes as required by the Labor Code during
10 the relevant class period and/or failed to obtain legal waivers waiving the first or second meal
11 period.

12 71. Further, even if meal premiums were paid, they were not paid at the correct regular
13 rate.

14 72. Pursuant to Labor Code §226.7, Plaintiff and the class are entitled to damages in an
15 amount equal to one (1) hour of wages at the employee's regular rate per missed meal break.

16 **SEVENTH CAUSE OF ACTION**

17 **CIVIL PENALTIES UNDER LABOR CODE §§ 2698-2699**

18 73. Plaintiff re-alleges and incorporates each and every one of the allegations of all
19 preceding paragraphs contained in paragraphs, inclusive of this Complaint, as if fully set forth
20 herein.

21 74. Labor Code §§2698 - 2699, the Labor Code Private Attorney General Act of 2004,
22 provides for a civil penalty to be assessed and collected by the Labor and Workforce Development
23 Agency (LWDA), or any of its departments, divisions, commissions, boards, agencies or
24 employees for a violation of the Labor Code, may be recovered through a civil action by an
25 aggrieved employee on behalf of himself or herself, and collectively on behalf of all other current
26 or former employees.

27 75. Whenever the LWDA, or any of its departments, divisions, commissions, boards
28 agencies or employees, has discretion to assess a civil penalty, a court in a civil action is authorized

1 to exercise the same discretion, subject to the same limitations and conditions to assess a civil
2 penalty.

3 76. Plaintiff, and all hourly non-exempt employees of Defendants are "aggrieved
4 employees" as defined by Labor Code §2699, in that they are all current or former employees of
5 Defendants, and one or more of the alleged violations was committed against them

6 77. Prior to filing this Complaint, Plaintiff gave written notice to the LWDA on or about
7 March 12, 2025, via mandatory online filing through the State of California LWDA/ Department of
8 Industrial Relations website with a copy to the employer via certified mail, of the specific
9 provisions of this code alleged to have been violated, including listing some facts and some
10 theories to support the alleged violations as required by Labor Code §2699.3; A true and correct
11 copy of the letter is attached hereto as **Exhibit 1**. Plaintiff alleges that she has exhausted all
12 administrative remedies and filed the herein complaint 65 days after mailing said notice. At the
13 date of filing this Complaint, the LWDA has not responded with any intention to investigate. As
14 such, Plaintiff has exhausted her administrative requirements pursuant to LC §2699.3(a)(1) and (2)
15 (A-C).

16 78. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
17 behalf of themselves and other current or former employees, to bring a civil action to recover civil
18 penalties pursuant to the procedures specified in California Labor Code § 2699.3.

19 79. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the aggrieved
20 employees are entitled to recover civil penalties for each of the Defendant's violations of California
21 Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, and 1194, 1197, and 1198 during the
22 applicable limitations period in the following amounts:

- 23 a. For violations of California Labor Code § 204, one hundred dollars (\$100.00) for
24 each aggrieved employee for each initial violation and two hundred dollars
25 (\$200.00) for each aggrieved employee plus twenty-five percent (25%) of the
26 amount unlawfully withheld from each aggrieved employee for each subsequent,
27 willful or intentional violation (penalty amounts established by California Labor
28 Code § 210).

- 1 b. For violations of California Labor Code § 226(a), two hundred fifty dollars
2 (\$250.00) per employee for initial violation and one thousand dollars (\$1,000.00)
3 per employee for each subsequent violation (penalty amounts established by
4 California Labor Code § 226.3).
- 5 c. For violations of California Labor Code § 512, fifty dollars (\$50.00) for each
6 aggrieved employee for each initial violation for pay period for which the employee
7 was underpaid in addition to an amount sufficient to recover unpaid wages and one
8 hundred dollars (\$100.00) for each underpaid employee for each pay period for
9 which the employee was underpaid (penalty amounts established by California
10 Labor Code § 558).
- 11 d. For violations of California Labor Code § 1197, one hundred dollars (\$100.00) for
12 each aggrieved employee for each initial and intentional violation per pay period
13 (regardless of whether the initial violations were intentionally committed) and two
14 hundred fifty dollars (\$250.00) for each aggrieved employee for each subsequent
15 violation per pay period (regardless of whether the initial violations were
16 intentionally committed), in addition to an amount sufficient to recover unpaid
17 wages, liquidated damages pursuant to California Labor Code § 1194.2, and
18 applicable penalties imposed pursuant to California Labor Code § 203.
- 19 e. For violations of California Labor Code §§ 201, 202, 203, and 226.7, one hundred
20 dollars (\$100.00) for each aggrieved employee per pay period for each initial
21 violation and two hundred dollars (\$200.00) for each aggrieved employee per pay
22 period for each subsequent violation (penalty amounts established by California
23 Labor Code § 2699(f)(2)).
- 24 f. Penalties under Code of Regulations, Title 8 § 11070 or other applicable Code of
25 Regulations in the amount of \$50 for each aggrieved employee per pay period for
26 the initial violation, and \$100 for each aggrieved employee per pay period for each
27 subsequent violation;
28

- 1 g. Penalties under Labor Code §210, in addition to and entirely independent and apart
2 from other penalty provided in the Labor Code, in the amount of \$100 for each
3 aggrieved employee per pay period for each violation, and \$200 for each aggrieved
4 employee per pay period for each subsequent violation, plus 25% of the wage
5 wrongly withheld;
- 6 h. Penalties under Labor Code §256, in addition to and entirely independent and apart
7 from other penalty provided in the Labor Code, including Labor Code §2699, et
8 seq., for any aggrieved employee who was discharged or quit, and was not paid all
9 earned wages at termination in accordance with Labor Code §§201, 201.1, 201.5,
10 202, and 205.5, in the amount of a civil penalty of one day of pay, at the same rate,
11 for each day that he or she was paid late, until payment was/is made, up to a
12 maximum of thirty (30) days;
- 13 i. Penalties under Labor Code §558, in addition to and entirely independent and apart
14 from other penalty provided in the Labor Code, in the amount of \$50 for each
15 underpaid aggrieved employee for each pay period the aggrieved employee was
16 underpaid, and \$100 for each subsequent violation for each underpaid employee for
17 each pay period for which the employee was underpaid pursuant to Labor Code
18 §558 provided to the affected employees;
- 19 j. Penalties under Labor Code §226.3, in addition to and entirely independent and
20 apart from other penalty provided in the Labor Code, in the amount of \$250 for each
21 aggrieved employee per pay period for each violation, and \$1,000 for each
22 aggrieved employee per pay period for each subsequent violation;
- 23 k. Any and all additional penalties and sums as provided by the Cal. Labor Code
24 and/or other statutes.
- 25 l. Penalties under Labor Code section 210 for the weekly pay violations.

26 80. Pursuant to California Labor Code §2699(g), Plaintiff and the aggrieved employees
27 are entitled to an award of civil penalties, reasonable attorney's fees and costs in connection with
28 their claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays:

As to the First Cause of Action:

1. For an order preliminarily and permanently enjoining Defendant from engaging in the practices challenged herein;

2. An order for full restitution of all monies, as necessary and according to proof, to restore any and all monies withheld by the Defendant by means of the unfair practice complained of herein. Plaintiff seeks the appointment of a receiver, as necessary. The restitution includes all monies retained as wages, as defined in Labor Code §§ 200, et seq., 510, and 1194, and interest, and attorneys' fees as a result of the unfair business practices or retained in violation of Labor Code §1198 and IWC Wage Order 5-2001;

3. For an order finding and declaring that Defendant's acts and practices as challenged herein are unlawful, and unfair and/or fraudulent;

4. For an order requiring Defendant to make full restitution and payment pursuant to B&PC Sections 17200, et seq. for unfair business practices that violate Labor Code §§ 200, et seq., 510, and 1194;

5. For reasonable attorneys' fees under Code of Civil Procedure §1021.5 all other appropriate declaratory and equitable relief;

6. For pre-judgment interest to the extent permitted by law;

7. For pre-judgment interest to the extent permitted by law and the California Constitution;

As to the Second Cause of Action:

8. For damages according to proof, as set forth in Labor Codes §§ 218, 226, 510, 1194 and 1198, (and the applicable California Industrial Welfare Commission wage orders) regarding wages due and owing;

9. For unpaid straight time wages pursuant to Labor Code §1194 and overtime wages at the correct regular rate of pay.

10. For pre-judgment interest as allowed by Labor Code § 1194 and California Civil Code § 3287(b), and for reasonable attorneys' fees;

As to the Third Cause of Action:

1 11. One (1) hour of pay at each of Plaintiff's regular rate of compensation for each
2 workday that a rest break was not remitted or authorized, or was impeded, discouraged and/or
3 dissuaded.

4 **As to the Fourth Cause of Action:**

5 12. For waiting time penalties, including vacation pay;

6 13. For reasonable attorneys' fees and costs;

7 **As to the Fifth Cause of Action:**

8 14. For recovery as authorized by Labor Code §226(e);

9 15. For injunctive relief to ensure Defendants' compliance with Labor Code §226 and
10 the IWC Wage Orders §7(A) pursuant to Labor Code §226(g);

11 16. For an award of costs and reasonable attorneys' fees pursuant to Labor Code
12 §226(e) and/or §226(g);

13 **As to the Sixth Cause of Action:**

14 17. One (1) hour of pay at each of the employees' regular rate of compensation for each
15 workday that a meal break was not provided, impeded, discouraged and/or dissuaded;

16 **As to the Seventh Cause of Action:**

17 18. On behalf of all current and former employees, for all civil penalties authorized by
18 Labor Code Private Attorney General Act of 2004 as specified in California Labor Code §558 plus
19 Labor Code §1197.1 for former or current employees who are due wage payments;

20 19. For civil penalties per Labor Code §226.3 in the amount of \$250 for each aggrieved
21 employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay
22 period for each subsequent violation;

23 20. For civil penalties per Labor Code §256 in the amount of one day of pay, at the
24 same rate, for each day that an aggrieved employee was paid late, at the time of termination, until
25 payment was/is made, up to a maximum of thirty (30) days;

26 21. For civil penalties, pursuant to Labor Code § 558 as follows:

27 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for
28 each pay period for which the employee was underpaid;

 (2) For each subsequent violation, one hundred dollars (\$100) for each
underpaid employee for each pay period for which the employee was underpaid;

22. For civil penalties under Labor Code §210, in addition to and entirely independent and apart from other penalty provided in the Labor Code, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, plus 25% of the wage wrongly withheld;

23. For civil penalties under Labor Code §2699(f), in addition to and entirely independent and apart from other penalty provided in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation.

As to All Causes of Action:

24. For such other and further relief as this Court may deem just and proper.

Date: May 13, 2025

JANELLE CARNEY – ATTORNEY AT LAW, APC
FRONTIER LAW CENTER

FRONTIER LAW CENTER



Janelle Carney,
Attorney for Plaintiff

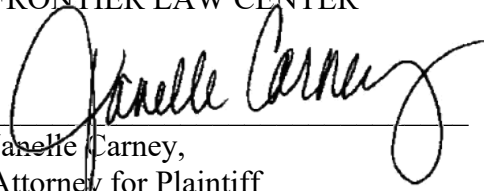
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JURY TRIAL DEMAND

Plaintiff hereby demands a jury trial on all issues so triable.

Date: May 20, 2025

JANELLE CARNEY – ATTORNEY AT LAW, APC
FRONTIER LAW CENTER



Janelle Carney,
Attorney for Plaintiff

Exhibit 1



March 12, 2025

Via Online Filing

<http://www.dir.ca.gov/private-attorneys-general-act/private-attorneys-general-act.html>

Via Certified Mail

Adventist Health – Lodi Memorial
Hospital Association, Inc.
975 S. Fairmont Ave.
Lodi, CA 95240

Subject: *Camarillo v. Adventist Health – Lodi Memorial Hospital Association, Inc.*

Dear Representative:

This office along with Frontier Law Center, represent Miriam Camarillo and all aggrieved employees in connection with Labor Code violations related to employment with Adventist Health – Lodi Memorial Hospital Association, Inc., (“LMHA”) which is based out of the above address. Ms. Camarillo and the aggrieved employees worked as hourly employees in California.

During employment with LMHA, Ms. Camarillo and the aggrieved employees were subjected to at least one of the Labor Code violations alleged below. Ms. Camarillo intends to seek PAGA penalties on behalf of herself and all aggrieved employees during the PAGA period, which begins one year before this letter, and because the violations ongoing, the PAGA period extends beyond the date of this letter.

Off the Clock Work

Ms. Camarillo and the Aggrieved Employees regularly were required to perform work off the clock, which was unpaid and remains unpaid, which leads to minimum wage and potentially overtime violations as a result of said off the clock time.

Applicable Civil Penalties

As a result of the above overtime violations, Employer is subject to the civil penalties listed in Labor Code sections 210, 558, 1197.1, and 2699.

Rest Break Violations

Labor Code section 226.7 and the applicable Wage Order require employers to authorize and permit rest periods of 10 minutes net per four hours or major fraction thereof. Employees

must be relieved of all duties during their rest breaks. Labor Code section 226.7(c) further provides that an employee is entitled to one hour of pay at their regular rate of pay for missed breaks.

Rest Breaks Were Impeded

Employers must not “impede or discourage” employees from taking compliant rest breaks. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1040.) LMHA did not allow for Ms. Camarillo or the aggrieved employees to take compliant rest breaks due to a lack of coverage for their positions. Additionally, Ms. Camarillo would be reprimanded if she left her post, as would other aggrieved employees during this period.

Applicable Civil Penalties

As a result of the above rest break violations, LMHA is subject to the civil penalties listed in Labor Code section 558 and 2699.

Wage Statement Violations

Labor Code section 226 requires an employer to provide wage statements to its employees which includes, gross and net wages earned / total hours worked / all deductions / the inclusive dates of the period for which the employee is paid / the name of the employee and only the last four digits of his or her social security number or an employee identification number / the name and address of the legal entity that is the employer / all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Employer failed to provide wage statements which accurately reflected this information.

Ms. Camarillo’s and the aggrieved employees’ wage statements were inaccurate since they did not list all the hours worked, did not list the correct straight time hourly rates, did not list the correct overtime rates, or premium missed meal or rest breaks.

Ms. Camarillo is “injured” under Labor Code section 226 “If the accuracy of any of the items enumerated in § 226(a) [...] cannot be ascertained from the four corners of the wage statement.” (*Ovieda v. Sodexo Operations, LLC* (C.D.Cal., Oct. 9, 2013, No. CV 12-1750-GHK) 2013 WL 12122413, p. *3.) An actual injury is shown where “there is a need for both additional documentation and additional mathematical calculations in order to determine whether Ms. Camarillo and the aggrieved employees were correctly paid and what they may be owed.” (*Reinhardt v. Gemini Motor Transport* (E.D.Cal. 2012) 879 F.Supp.2d 1138, 1142.) In contrast, where the deficiency in the wage statement could be corrected by “simple math,” there is no actual injury. (*Price v. Starbucks Corp.* (2011) 192 Cal.App.4th 1136, 1143.)

Applicable Civil Penalties

As a result of the wage statement violations detailed above, LMHA is subject to the civil penalties listed in Labor Code section 226.3 and 2699.

Overtime Violations

Labor Code section 510 and the applicable Wage Order provide that an employee shall be paid 1.5 times their regular rate of pay for any work over eight (8) hours in one workday or forty (40) hours in a workweek. LMHA did not pay overtime pursuant to these mandates. Thus, Ms. Camarillo and the aggrieved employees were either not paid proper premium overtime for hours worked over eight in a day or forty in a week or on the seventh consecutive work day.

Applicable Civil Penalties

As a result of the above overtime violations, Employer is subject to the civil penalties listed in Labor Code sections 210, 558, 1197.1, and 2699.

Premium Pay Paid at the Wrong Regular Rate

Premium pay for missed meal breaks must be paid at the employees' regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858.) The regular rate of pay includes all remuneration, including shift differentials, incentive pay, and other non-discretionary bonuses. Here, it is unclear if LMHA ever paid for a missed meal break at the correct regular rate.

Waiting Time Penalties

Because LMHA did not pay Ms. Camarillo and the Aggrieved Employees all wages owed during their employment, they should have received waiting time penalties. Since they did not receive waiting time penalties, PAGA applies.

Applicable Civil Penalties

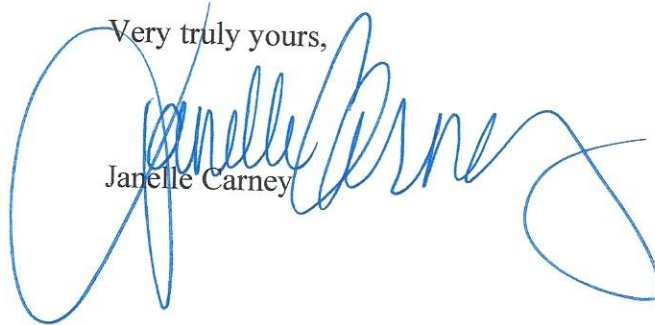
LMHA is subject to the civil penalties listed in Labor Code section 210 and 2699.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Ms. Camarillo becomes aware of additional compensation owed or losses incurred by Ms. Camarillo or by any other aggrieved employee, Ms. Camarillo expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Please advise the undersigned if the agency intends to investigate the alleged violations. If not, Ms. Camarillo intends to pursue her claims and those of the aggrieved employees under PAGA in a civil lawsuit. Please also consider this letter as providing notice on behalf of other aggrieved employees working for the employer that were subject to the same Labor Code violations described above.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Janelle Carney", is written over the typed name. The signature is stylized with a large initial "J" and a long, sweeping flourish at the end.

Janelle Carney

JC/jw
cc: Frontier Law Center