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SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF LOS ANGELES**

BRITNEY CLARKE and DOMINIQUE BOWIE, individuals, and on behalf of other members of the general public similarly situated;

Plaintiff,

vs.

ST ANNES MATERNITY HOME, an unknown business entity; ST. ANNE'S MATERNITY HOME, an unknown business entity; ST. ANNE'S FOUNDATION, a California corporation; ST. ANNE'S FAMILY SERVICES, a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 22STCV14674

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite

FILED
Superior Court of California
County of Los Angeles

08/02/2023

David W. Slayton, Executive Officer / Clerk of Court

By: K. Martinez Deputy

- Payroll Records);
(9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
(10) Violation of California Business & Professions Code §§ 17200, et seq.
(11) Violation of the Private Attorneys General Act [Labor Code §§ 2698, et seq.

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff BRITNEY CLARKE (“Plaintiff Clarke”) and Plaintiff DOMINIQUE BOWIE (“Plaintiff Bowie”) (collectively “Plaintiffs”), individuals, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiffs, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to

1 Plaintiff and the other class members took place in the State of California, including the County
2 of Los Angeles.

3 **PARTIES**

4 5. Plaintiff BRITNEY CLARKE is an individual residing in the State of California,
5 County of Los Angeles.

6 6. Plaintiff DOMINIQUE BOWIE is an individual residing in the State of California,
7 County of Alameda.

8 7. Defendant ST ANNES MATERNITY HOME, at all times herein mentioned, was
9 and is, upon information and belief, an employer whose employees are engaged throughout the
10 State of California, including the County of Los Angeles.

11 8. Defendant ST. ANNE'S MATERNITY HOME, at all times herein mentioned, was
12 and is, upon information and belief, an employer whose employees are engaged throughout the
13 State of California, including the County of Los Angeles.

14 9. Defendant ST. ANNE'S FOUNDATION, at all times herein mentioned, was and
15 is, upon information and belief, a California corporation and, at all times herein mentioned, an
16 employer whose employees are engaged throughout the State of California, including the County
17 of Los Angeles.

18 10. Defendant ST. ANNE'S FAMILY SERVICES, at all times herein mentioned, was
19 and is, upon information and belief, a California corporation and, at all times herein mentioned, an
20 employer whose employees are engaged throughout the State of California, including the County
21 of Los Angeles.

22 11. At all relevant times, Defendants ST ANNES MATERNITY HOME, ST.
23 ANNE'S MATERNITY HOME, ST. ANNE'S FOUNDATION, and ST. ANNE'S FAMILY
24 SERVICES were the "employer" of Plaintiffs within the meaning of all applicable California
25 laws and statutes.

26 12. At all times herein relevant, Defendants ST ANNES MATERNITY HOME, ST.
27 ANNE'S MATERNITY HOME, ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY
28 SERVICES, and DOES 1 through 100, and each of them, were the agents, partners, joint

1 venturers, joint employers, representatives, servants, employees, successors-in-interest, co-
2 conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within
3 the course and scope of their authority as such agents, partners, joint venturers, joint employers,
4 representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or
5 omissions alleged herein were duly committed with the ratification, knowledge, permission,
6 encouragement, authorization and/or consent of each defendant designated as a DOE herein.

7 13. The true names and capacities, whether corporate, associate, individual or
8 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said
9 defendants by such fictitious names. Plaintiffs are informed and believe, and based on that
10 information and belief alleges, that each of the defendants designated as a DOE is legally
11 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
12 the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.
13 Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities
14 when the same have been ascertained.

15 14. Defendant ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY
16 HOME, ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES, and DOES 1 through
17 100 will hereinafter collectively be referred to as "Defendants."

18 15. Plaintiffs further allege that Defendants directly or indirectly controlled or
19 affected the working conditions, wages, working hours, and conditions of employment of
20 Plaintiffs and the other class members so as to make each of said Defendants employers liable
21 under the statutory provisions set forth herein.

22 **CLASS ACTION ALLEGATIONS**

23 16. Plaintiffs bring this action on their own behalf and on behalf of all other members
24 of the general public similarly situated, and, thus, seeks class certification under California Code
25 of Civil Procedure section 382.

26 17. The proposed class is defined as follows:

27 All current and former hourly-paid or non-exempt employees who worked for any
28 of the Defendants within the State of California at any time during the period from

four years preceding the filing of the original Complaint to final judgment and who reside in California.

18. Plaintiffs reserve the right to establish subclasses as appropriate.

19. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiffs' claims are typical of all other class members' as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.

c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action

1 will advance public policy objectives. Employers of this great state violate
2 employment and labor laws every day. Current employees are often afraid
3 to assert their rights out of fear of direct or indirect retaliation. However,
4 class actions provide the class members who are not named in the
5 complaint anonymity that allows for the vindication of their rights.

6 20. There are common questions of law and fact as to the class members that
7 predominate over questions affecting only individual members. The following common
8 questions of law or fact, among others, exist as to the members of the class:

- 9 a. Whether Defendants' failure to pay wages, without abatement or
10 reduction, in accordance with the California Labor Code, was willful;
11 b. Whether Defendants' had a corporate policy and practice of failing to pay
12 their hourly-paid or non-exempt employees within the State of California
13 for all hours worked and missed (short, late, interrupted, and/or missed
14 altogether) meal periods and rest breaks in violation of California law;
15 c. Whether Defendants required Plaintiffs and the other class members to
16 work over eight (8) hours per day and/or over forty (40) hours per week
17 and failed to pay the legally required overtime compensation to Plaintiffs
18 and the other class members;
19 d. Whether Defendants deprived Plaintiffs and the other class members of
20 meal and/or rest periods or required Plaintiffs and the other class members
21 to work during meal and/or rest periods without compensation;
22 e. Whether Defendants failed to pay minimum wages to Plaintiffs and the
23 other class members for all hours worked;
24 f. Whether Defendants failed to pay all wages due to Plaintiffs and the other
25 class members within the required time upon their discharge or
26 resignation;
27 g. Whether Defendants failed to timely pay all wages due to Plaintiffs and
28 the other class members during their employment;

- 1 h. Whether Defendants complied with wage reporting as required by the
2 California Labor Code; including, *inter alia*, section 226;
- 3 i. Whether Defendants kept complete and accurate payroll records as
4 required by the California Labor Code, including, *inter alia*, section
5 1174(d);
- 6 j. Whether Defendants failed to reimburse Plaintiffs and the other class
7 members for necessary business-related expenses and costs;
- 8 k. Whether Defendants' conduct was willful or reckless;
- 9 l. Whether Defendants engaged in unfair business practices in violation of
10 California Business & Professions Code section 17200, et seq.;
- 11 m. The appropriate amount of damages, restitution, and/or monetary penalties
12 resulting from Defendants' violation of California law; and
- 13 n. Whether Plaintiffs and the other class members are entitled to
14 compensatory damages pursuant to the California Labor Code.

15 **GENERAL ALLEGATIONS**

16 21. At all relevant times set forth herein, Defendants employed Plaintiffs and other
17 persons as hourly-paid or non-exempt employees within the State of California, including the
18 County of Los Angeles.

19 22. Defendants, jointly and severally, employed Plaintiffs as an hourly-paid, non-
20 exempt employee, from approximately May 2018 to approximately October 2019, in the State
21 of California, County of Los Angeles.

22 23. Defendants hired Plaintiffs and the other class members, classified them as
23 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
24 missed meal periods and/or rest breaks.

25 24. Defendants had the authority to hire and terminate Plaintiffs and the other class
26 members, to set work rules and conditions governing Plaintiffs' and the other class members'
27 employment, and to supervise their daily employment activities.

28 25. Defendants exercised sufficient authority over the terms and conditions of

1 Plaintiffs' and the other class members' employment for them to be joint employers of Plaintiffs
2 and the other class members.

3 26. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
4 class members.

5 27. Defendants continue to employ hourly-paid or non-exempt employees within the
6 State of California.

7 28. Plaintiffs and the other class members worked over eight (8) hours in a day, and/or
8 forty (40) hours in a week during their employment with Defendants.

9 29. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
10 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
11 employees within the State of California. This pattern and practice involved, *inter alia*, failing
12 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
13 breaks in violation of California law.

14 30. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiffs and the other class members were entitled to receive
16 certain wages for overtime compensation and that they were not receiving accurate overtime
17 compensation for all overtime hours worked.

18 31. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
19 failed to provide Plaintiffs and the other class members all required rest and meal periods during
20 the relevant time period as required under the Industrial Welfare Commission Wage Orders and
21 thus they are entitled to any and all applicable penalties.

22 32. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiffs and the other class members were entitled to receive
24 all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class
25 member's regular rate of pay when a meal period was missed, and they did not receive all meal
26 periods or payment of one additional hour of pay at Plaintiffs' and the other class member's
27 regular rate of pay when a meal period was missed.

28 33. Plaintiffs are informed and believe, and based thereon alleges, that Defendants

1 knew or should have known that Plaintiffs and the other class members were entitled to receive
2 all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class
3 member's regular rate of pay when a rest period was missed, and they did not receive all rest
4 periods or payment of one additional hour of pay at Plaintiffs' and the other class members'
5 regular rate of pay when a rest period was missed.

6 34. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiffs and the other class members were entitled to receive
8 at least minimum wages for compensation and that they were not receiving at least minimum
9 wages for all hours worked.

10 35. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiffs and the other class members were entitled to receive
12 all wages owed to them upon discharge or resignation, including overtime and minimum wages
13 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
14 them at the time of their discharge or resignation.

15 36. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiffs and the other class members were entitled to receive
17 all wages owed to them during their employment. Plaintiffs and the other class members did not
18 receive payment of all wages, including overtime and minimum wages and meal and rest period
19 premiums, within any time permissible under California Labor Code section 204.

20 37. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiffs and the other class members were entitled to receive
22 complete and accurate wage statements in accordance with California law, but, in fact, they did
23 not receive complete and accurate wage statements from Defendants. The deficiencies included,
24 *inter alia*, the failure to include the total number of hours worked by Plaintiff and the other class
25 members.

26 38. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Defendants had to keep complete and accurate payroll records
28 for Plaintiffs and the other class members in accordance with California law, but, in fact, did not

1 keep complete and accurate payroll records.

2 39. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
3 knew or should have known that Plaintiffs and the other class members were entitled to
4 reimbursement for necessary business-related expenses.

5 40. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
6 knew or should have known that they had a duty to compensate Plaintiffs and the other class
7 members pursuant to California law, and that Defendants had the financial ability to pay such
8 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented
9 to Plaintiffs and the other class members that they were properly denied wages, all in order to
10 increase Defendants' profits.

11 41. During the relevant time period, Defendants failed to pay overtime wages to
12 Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other
13 class members were required to work more than eight (8) hours per day and/or forty (40) hours
14 per week without overtime compensation for all overtime hours worked.

15 42. During the relevant time period, Defendants failed to provide all requisite
16 uninterrupted meal and rest periods to Plaintiffs and the other class members.

17 43. During the relevant time period, Defendants failed to pay Plaintiffs and the other
18 class members at least minimum wages for all hours worked.

19 44. During the relevant time period, Defendants failed to pay Plaintiffs and the other
20 class members all wages owed to them upon discharge or resignation.

21 45. During the relevant time period, Defendants failed to pay Plaintiffs and the other
22 class members all wages within any time permissible under California law, including, *inter alia*,
23 California Labor Code section 204.

24 46. During the relevant time period, Defendants failed to provide complete or
25 accurate wage statements to Plaintiffs and the other class members.

26 47. During the relevant time period, Defendants failed to keep complete or accurate
27 payroll records for Plaintiffs and the other class members.

28 48. During the relevant time period, Defendants failed to reimburse Plaintiffs and the

1 other class members for all necessary business-related expenses and costs.

2 49. During the relevant time period, Defendants failed to properly compensate
3 Plaintiffs and the other class members pursuant to California law in order to increase Defendants'
4 profits.

5 50. California Labor Code section 218 states that nothing in Article 1 of the Labor
6 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due
7 to him [or her] under this article."

8 **FIRST CAUSE OF ACTION**

9 **(Violation of California Labor Code §§ 510 and 1198)**

10 **(Against ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME,**
11 **ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES,**
12 **and DOES 1 through 100)**

13 51. Plaintiffs incorporates by reference the allegations contained in Paragraphs 1
14 through 49, and each and every part thereof with the same force and effect as though fully set
15 forth herein.

16 52. California Labor Code section 1198 and the applicable Industrial Welfare
17 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
18 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
19 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

20 53. Specifically, the applicable IWC Wage Order provides that Defendants are and
21 were required to pay Plaintiffs and the other class members employed by Defendants, and
22 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
23 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than
24 forty (40) hours in a workweek.

25 54. The applicable IWC Wage Order further provides that Defendants are and were
26 required to pay Plaintiffs and the other class members overtime compensation at a rate of two
27 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

28 55. California Labor Code section 510 codifies the right to overtime compensation at

1 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
2 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
3 work, and to overtime compensation at twice the regular hourly rate for hours worked in excess
4 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

5 56. During the relevant time period, Plaintiffs and the other class members worked in
6 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

7 57. During the relevant time period, Defendants intentionally and willfully failed to
8 pay overtime wages owed to Plaintiffs and the other class members.

9 58. Defendants' failure to pay Plaintiffs and the other class members the unpaid
10 balance of overtime compensation, as required by California laws, violates the provisions of
11 California Labor Code sections 510 and 1198, and is therefore unlawful.

12 59. Pursuant to California Labor Code section 1194, Plaintiffs and the other class
13 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
14 attorneys' fees.

15 **SECOND CAUSE OF ACTION**

16 **(Violation of California Labor Code §§ 226.7 and 512(a))**

17 **(Against ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME,**
18 **ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES,**
19 **and DOES 1 through 100)**

20 60. Plaintiffs incorporates by reference the allegations contained in paragraphs 1
21 through 58, and each and every part thereof with the same force and effect as though fully set
22 forth herein.

23 61. At all relevant times, the IWC Order and California Labor Code sections 226.7
24 and 512(a) were applicable to Plaintiffs' and the other class members' employment by
25 Defendants.

26 62. At all relevant times, California Labor Code section 226.7 provides that no
27 employer shall require an employee to work during any meal or rest period mandated by an
28 applicable order of the California IWC.

1 63. At all relevant times, the applicable IWC Wage Order and California Labor Code
2 section 512(a) provide that an employer may not require, cause or permit an employee to work
3 for a work period of more than five (5) hours per day without providing the employee with a
4 meal period of not less than thirty (30) minutes, except that if the total work period per day of the
5 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
6 both the employer and employee.

7 64. At all relevant times, the applicable IWC Wage Order and California Labor Code
8 section 512(a) further provide that an employer may not require, cause or permit an employee to
9 work for a work period of more than ten (10) hours per day without providing the employee with
10 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
11 hours worked is no more than twelve (12) hours, the second meal period may be waived by
12 mutual consent of the employer and the employee only if the first meal period was not waived.

13 65. During the relevant time period, Plaintiffs and the other class members who were
14 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
15 legally-mandated meal periods by mutual consent, were required to work for periods longer than
16 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
17 rest period.

18 66. During the relevant time period, Plaintiffs and the other class members who were
19 scheduled to work for a period of time in excess of six (6) hours were required to work for
20 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
21 (30) minutes and/or rest period.

22 67. During the relevant time period, Defendants intentionally and willfully required
23 Plaintiff and the other class members to work during meal periods and failed to compensate
24 Plaintiff and the other class members the full meal period premium for work performed during
25 meal periods.

26 68. During the relevant time period, Defendants failed to pay Plaintiffs and the other
27 class members the full meal period premium due pursuant to California Labor Code section
28 226.7.

69. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

70. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

**(Against ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME,
ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES,
and DOES 1 through 100)**

71. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 69, and each and every part thereof with the same force and effect as though fully set forth herein.

72. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

73. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

74. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

75. During the relevant time period, Defendants required Plaintiffs and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest

1 period per each four (4) hour period worked.

2 76. During the relevant time period, Defendants willfully required Plaintiffs and the
3 other class members to work during rest periods and failed to pay Plaintiffs and the other class
4 members the full rest period premium for work performed during rest periods.

5 77. During the relevant time period, Defendants failed to pay Plaintiffs and the other
6 class members the full rest period premium due pursuant to California Labor Code section 226.7.

7 78. Defendants' conduct violates applicable IWC Wage Orders and California Labor
8 Code section 226.7.

9 79. Pursuant to the applicable IWC Wage Orders and California Labor Code section
10 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
11 additional hour of pay at the employees' regular hourly rate of compensation for each work day
12 that the rest period was not provided.

13 **FOURTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

15 **(Against ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME,**

16 **ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES,**

17 **and DOES 1 through 100)**

18 80. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
19 through 78, and each and every part thereof with the same force and effect as though fully set
20 forth herein.

21 81. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
22 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than
23 the minimum so fixed is unlawful.

24 82. During the relevant time period, Defendants failed to pay minimum wage to
25 Plaintiffs and the other class members as required, pursuant to California Labor Code sections
26 1194, 1197, and 1197.1.

27 83. Defendants' failure to pay Plaintiffs and the other class members the minimum
28 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to

1 those sections Plaintiffs and the other class members are entitled to recover the unpaid balance
2 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
3 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

4 84. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class
5 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
6 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
7 minimum wages.

8 85. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class
9 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
10 unpaid and interest thereon.

11 **FIFTH CAUSE OF ACTION**

12 **(Violation of California Labor Code §§ 201 and 202)**

13 **(Against ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME,**
14 **ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES,**
15 **and DOES 1 through 100)**

16 86. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
17 through 84, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

19 87. At all relevant times herein set forth, California Labor Code sections 201 and 202
20 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
21 discharge are due and payable immediately, and if an employee quits his or her employment, his
22 or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
23 unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in
24 which case the employee is entitled to his or her wages at the time of quitting.

25 88. During the relevant time period, Defendants intentionally and willfully failed to
26 pay Plaintiffs and the other class members who are no longer employed by Defendants their
27 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

28 89. Defendants' failure to pay Plaintiffs and the other class members who are no

1 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours
2 of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and
3 202.

4 90. California Labor Code section 203 provides that if an employer willfully fails to
5 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
6 continue as a penalty from the due date thereof at the same rate until paid or until an action is
7 commenced; but the wages shall not continue for more than thirty (30) days.

8 91. Plaintiffs and the other class members are entitled to recover from Defendants the
9 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
10 pursuant to California Labor Code section 203.

11 **SIXTH CAUSE OF ACTION**

12 **(Violation of California Labor Code § 204)**

13 **(Against ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME,**
14 **ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES,**
15 **and DOES 1 through 100)**

16 92. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
17 through 90, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

19 93. At all times herein set forth, California Labor Code section 204 provides that all
20 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
21 calendar month, other than those wages due upon termination of an employee, are due and
22 payable between the 16th and the 26th day of the month during which the labor was performed.

23 94. At all times herein set forth, California Labor Code section 204 provides that all
24 wages earned by any person in any employment between the 16th and the last day, inclusive, of
25 any calendar month, other than those wages due upon termination of an employee, are due and
26 payable between the 1st and the 10th day of the following month.

27 95. At all times herein set forth, California Labor Code section 204 provides that all
28 wages earned for labor in excess of the normal work period shall be paid no later than the payday

1 for the next regular payroll period.

2 96. During the relevant time period, Defendants intentionally and willfully failed to
3 pay Plaintiffs and the other class members all wages due to them, within any time period
4 permissible under California Labor Code section 204.

5 97. Plaintiffs and the other class members are entitled to recover all remedies
6 available for violations of California Labor Code section 204.

7 **SEVENTH CAUSE OF ACTION**

8 **(Violation of California Labor Code § 226(a))**

9 **(Against ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME,**
10 **ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES,**
11 **and DOES 1 through 100)**

12 98. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
13 through 96, and each and every part thereof with the same force and effect as though fully set
14 forth herein.

15 99. At all material times set forth herein, California Labor Code section 226(a)
16 provides that every employer shall furnish each of his or her employees an accurate itemized
17 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
18 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
19 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
20 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
21 dates of the period for which the employee is paid, (7) the name of the employee and his or her
22 social security number, (8) the name and address of the legal entity that is the employer, and (9)
23 all applicable hourly rates in effect during the pay period and the corresponding number of hours
24 worked at each hourly rate by the employee. The deductions made from payments of wages
25 shall be recorded in ink or other indelible form, properly dated, showing the month, day, and
26 year, and a copy of the statement or a record of the deductions shall be kept on file by the
27 employer for at least three years at the place of employment or at a central location within the
28 State of California.

100. Defendants have intentionally and willfully failed to provide Plaintiffs and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiffs and the other class members.

101. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

102. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

103. Plaintiffs and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

104. Plaintiffs and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

**(Against ST ANNES MATERNITY HOME, ST. ANNE’S MATERNITY HOME,
ST. ANNE’S FOUNDATION, ST. ANNE’S FAMILY SERVICES,
and DOES 1 through 100)**

105. Plaintiffs incorporates by reference the allegations contained in paragraphs 1 through 103, and each and every part thereof with the same force and effect as though fully set forth herein.

106. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the

1 respective plants or establishments. These records shall be kept in accordance with rules
2 established for this purpose by the commission, but in any case shall be kept on file for not less
3 than two years.

4 107. Defendants have intentionally and willfully failed to keep accurate and complete
5 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other
6 class members.

7 108. As a result of Defendants' violation of California Labor Code section 1174(d),
8 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
9 protected rights.

10 109. More specifically, Plaintiffs and the other class members have been injured by
11 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
12 they were denied both their legal right and protected interest, in having available, accurate and
13 complete payroll records pursuant to California Labor Code section 1174(d).

14 **NINTH CAUSE OF ACTION**

15 **(Violation of California Labor Code §§ 2800 and 2802)**

16 **(Against ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME,**
17 **ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES,**
18 **and DOES 1 through 100)**

19 110. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
20 through 108, and each and every part thereof with the same force and effect as though fully set
21 forth herein.

22 111. Pursuant to California Labor Code sections 2800 and 2802, an employer must
23 reimburse its employee for all necessary expenditures incurred by the employee in direct
24 consequence of the discharge of his or her job duties or in direct consequence of his or her
25 obedience to the directions of the employer.

26 112. Plaintiffs and the other class members incurred necessary business-related
27 expenses and costs that were not fully reimbursed by Defendants.

28 113. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the

1 other class members for all necessary business-related expenses and costs.

2 114. Plaintiffs and the other class members are entitled to recover from Defendants
3 their business-related expenses and costs incurred during the course and scope of their
4 employment, plus interest accrued from the date on which the employee incurred the necessary
5 expenditures at the same rate as judgments in civil actions in the State of California.

6 **TENTH CAUSE OF ACTION**

7 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

8 **(Against ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME,**
9 **ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES,**
10 **and DOES 1 through 100)**

11 115. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
12 through 113, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

14 116. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
15 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
16 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest
17 within the meaning of Code of Civil Procedure section 1021.5.

18 117. Defendants' activities as alleged herein are violations of California law, and
19 constitute unlawful business acts and practices in violation of California Business & Professions
20 Code section 17200, et seq.

21 118. A violation of California Business & Professions Code section 17200, et seq. may
22 be predicated on the violation of any state or federal law. In this instant case, Defendants'
23 policies and practices of requiring employees, including Plaintiffs and the other class members,
24 to work overtime without paying them proper compensation violate California Labor Code
25 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees,
26 including Plaintiffs and the other class members, to work through their meal and rest periods
27 without paying them proper compensation violate California Labor Code sections 226.7 and
28 512(a). Defendants' policies and practices of failing to pay minimum wages violate California

1 Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of
2 failing to timely pay wages to Plaintiffs and the other class members violate California Labor
3 Code sections 201, 202 and 204. Defendants also violated California Labor Code sections
4 226(a), 1174(d), 2800 and 2802.

5 119. As a result of the herein described violations of California law, Defendants
6 unlawfully gained an unfair advantage over other businesses.

7 120. Plaintiff and the other class members have been personally injured by Defendants'
8 unlawful business acts and practices as alleged herein, including but not necessarily limited to
9 the loss of money and/or property.

10 121. Pursuant to California Business & Professions Code sections 17200, et seq.,
11 Plaintiff and the other class members are entitled to restitution of the wages withheld and retained
12 by Defendants during a period that commences four years preceding the filing of this
13 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
14 1021.5 and other applicable laws; and an award of costs.

15 **ELEVENTH CAUSE OF ACTION**

16 **(Violation of the Private Attorneys General Act Cal. Lab. Code §§2698 et seq.)**

17 **(Against ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME,**
18 **ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES,**
19 **and DOES 1 through 100)**

20 1. PLAINTIFF BOWIE realleges and incorporate by this reference, as though fully
21 set forth herein, the prior paragraphs of this Complaint.

22 2. PAGA is a mechanism by which the State of California itself can enforce state labor
23 laws through the employee suing under the PAGA who does so as the proxy or agent of the state's
24 labor law enforcement agencies. An action to recover civil penalties under PAGA is
25 fundamentally a law enforcement action designed to protect the public and not to benefit private
26 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means
27 of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA,
28 the California Legislature specified that "it was ... in the public interest to allow aggrieved

1 employees, acting as private attorneys general to recover civil penalties for Labor Code violations
2 ..." (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be subject to arbitration.

3 3. PLAINTIFF BOWIE, and such persons that may be added from time to time who
4 satisfy the requirements and exhaust the administrative procedures under the Private Attorney
5 General Act, bring this Representative Action on behalf of the State of California with respect to
6 themself and all non-exempt employees who worked for Defendant in California during the time
7 period of May 11, 2022 until the present (the "AGGRIEVED EMPLOYEES").

8 4. On May 11, 2023, PLAINTIFF BOWIE gave written notice by certified mail to the
9 Labor and Workforce Development Agency (the "Agency") and the employer of the specific
10 provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See
11 Exhibit #1, attached hereto and incorporated by this reference herein. The statutory waiting period
12 for Plaintiff Bowie to add these allegations to the Complaint has expired. As a result, pursuant to
13 Section 2699.3, Plaintiff Bowie may now commence a representative civil action under PAGA
14 pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED
15 EMPLOYEES as herein defined.

16 5. The policies, acts and practices heretofore described were and are an unlawful
17 business act or practice because DEFENDANTS (a) failed to pay AGGRIEVED EMPLOYEES
18 minimum wages and overtime wages, (b) failed to provide AGGRIEVED EMPLOYEES legally
19 required meal and rest breaks, (c) failed to pay AGGRIEVED EMPLOYEES at the correct regular
20 rate of pay, (d) failed to pay AGGRIEVED EMPLOYEES for all time worked, and (e) failed to
21 timely pay wages, all in violation of the applicable Labor Code sections listed in Labor Code
22 §2699.5, including but not limited to Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6,
23 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14,
24 1198, 1198.5, 1199, 2802, 2804, and the applicable Industrial Wage Order(s), and thereby gives
25 rise to statutory penalties as a result of such conduct. PLAINTIFF BOWIE hereby seek recovery
26 of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
27 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF BOWIE
28 and the other AGGRIEVED EMPLOYEES.

1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs, individually, and on behalf of other members of the general public similarly
3 situated, requests a trial by jury.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general
6 public similarly situated, pray for relief and judgment against Defendants, jointly and severally,
7 as follows:

8 **Class Certification**

- 9 1. That this action be certified as a class action;
- 10 2. That Plaintiffs be appointed as the representative of the Class;
- 11 3. That counsel for Plaintiffs be appointed as Class Counsel; and
- 12 4. That Defendants provide to Class Counsel immediately the names and most
13 current/last known contact information (address, e-mail and telephone numbers) of all class
14 members.

15 **As to the First Cause of Action**

- 16 5. That the Court declare, adjudge and decree that Defendants violated California
17 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
18 all overtime wages due to Plaintiffs and the other class members;

- 19 6. For general unpaid wages at overtime wage rates and such general and special
20 damages as may be appropriate;

- 21 7. For pre-judgment interest on any unpaid overtime compensation commencing
22 from the date such amounts were due;

- 23 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
24 California Labor Code section 1194; and

- 25 9. For such other and further relief as the Court may deem just and proper.

26 **As to the Second Cause of Action**

- 27 10. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to

1 provide all meal periods (including second meal periods) to Plaintiffs and the other class
2 members;

3 11. That the Court make an award to Plaintiffs and the other class members of one
4 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
5 period was not provided;

6 12. For all actual, consequential, and incidental losses and damages, according to
7 proof;

8 13. For premium wages pursuant to California Labor Code section 226.7(c);

9 14. For pre-judgment interest on any unpaid wages from the date such amounts were
10 due;

11 15. For reasonable attorneys' fees and costs of suit incurred herein; and

12 16. For such other and further relief as the Court may deem just and proper.

13 **As to the Third Cause of Action**

14 17. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
16 rest periods to Plaintiffs and the other class members;

17 18. That the Court make an award to Plaintiffs and the other class members of one
18 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
19 period was not provided;

20 19. For all actual, consequential, and incidental losses and damages, according to
21 proof;

22 20. For premium wages pursuant to California Labor Code section 226.7(c);

23 21. For pre-judgment interest on any unpaid wages from the date such amounts were
24 due; and

25 22. For such other and further relief as the Court may deem just and proper.

26 **As to the Fourth Cause of Action**

27 23. That the Court declare, adjudge and decree that Defendants violated California
28 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to

1 Plaintiff and the other class members;

2 24. For general unpaid wages and such general and special damages as may be
3 appropriate;

4 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
5 Plaintiffs and the other class members in the amount as may be established according to proof at
6 trial;

7 26. For pre-judgment interest on any unpaid compensation from the date such
8 amounts were due;

9 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
10 California Labor Code section 1194(a);

11 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

12 29. For such other and further relief as the Court may deem just and proper.

13 **As to the Fifth Cause of Action**

14 30. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
16 time of termination of the employment of Plaintiffs and the other class members no longer
17 employed by Defendants;

18 31. For all actual, consequential, and incidental losses and damages, according to
19 proof;

20 32. For statutory wage penalties pursuant to California Labor Code section 203 for
21 Plaintiff and the other class members who have left Defendants' employ;

22 33. For pre-judgment interest on any unpaid compensation from the date such
23 amounts were due; and

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

25 **As to the Sixth Cause of Action**

26 35. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
28 by California Labor Code section 204 to Plaintiffs and the other class members;

1 36. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 37. For pre-judgment interest on any unpaid compensation from the date such
4 amounts were due; and

5 38. For such other and further relief as the Court may deem just and proper.

6 **As to the Seventh Cause of Action**

7 39. That the Court declare, adjudge and decree that Defendants violated the record
8 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
9 as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized
10 wage statements thereto;

11 40. For actual, consequential and incidental losses and damages, according to proof;

12 41. For statutory penalties pursuant to California Labor Code section 226(e);

13 42. For injunctive relief to ensure compliance with this section, pursuant to California
14 Labor Code section 226(h); and

15 43. For such other and further relief as the Court may deem just and proper.

16 **As to the Eighth Cause of Action**

17 44. That the Court declare, adjudge and decree that Defendants violated California
18 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
19 for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

20 45. For actual, consequential and incidental losses and damages, according to proof;

21 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

22 47. For such other and further relief as the Court may deem just and proper.

23 **As to the Ninth Cause of Action**

24 48. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other
26 class members for all necessary business-related expenses as required by California Labor Code
27 sections 2800 and 2802;

28 49. For actual, consequential and incidental losses and damages, according to proof;

- 1 50. For the imposition of civil penalties and/or statutory penalties;
2 51. For reasonable attorneys' fees and costs of suit incurred herein; and
3 52. For such other and further relief as the Court may deem just and proper.

4 **As to the Tenth Cause of Action**

5 53. That the Court decree, adjudge and decree that Defendants violated California
6 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the
7 other class members all overtime compensation due to them, failing to provide all meal and rest
8 periods to Plaintiffs and the other class members, failing to pay at least minimum wages to
9 Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members'
10 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
11 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

12 54. For restitution of unpaid wages to Plaintiffs and all the other class members and
13 all pre-judgment interest from the day such amounts were due and payable;

14 55. For the appointment of a receiver to receive, manage and distribute any and all
15 funds disgorged from Defendants and determined to have been wrongfully acquired by
16 Defendants as a result of violation of California Business and Professions Code sections 17200,
17 et seq.;

18 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
19 California Code of Civil Procedure section 1021.5;

20 57. For injunctive relief to ensure compliance with this section, pursuant to California
21 Business and Professions Code sections 17200, et seq.; and

22 58. For such other and further relief as the Court may deem just and proper.
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As to the Eleventh Cause of Action

59. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES: Recovery of civil penalties as prescribe by the Labor Code Private Attorneys General Act of 2004.

Dated: August 2, 2023

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay, Esq.
Attorney for Plaintiffs

EXHIBIT 1

May 11, 2023

Via Online Filing to LWDA and Certified Mail to Defendant
Labor and Workforce Development Agency
Online Filing

ST ANNES MATERNITY HOME
ST. ANNE'S MATERNITY HOME
ST. ANNE'S FOUNDATION
ST. ANNE'S FAMILY SERVICES

c/o Lorna Little
115 N Occidental Blvd
Los Angeles, CA 90026

Via Certified U.S. Mail with Return Receipt No. 9589 0710 5270 0114 2240 09

Re: Notice of Violations of California Labor Code Sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 1174(b), 1194, 1197, 1197.1, 1198, 2800, and 2802, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff DOMINIQUE BOWIE ("Plaintiff"), and other aggrieved employees in a proposed lawsuit against Defendants ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME, ST. ANNE'S FOUNDATION, and ST. ANNE'S FAMILY SERVICES ("DEFENDANTS"). Plaintiff was employed by Defendants from June 7, 2021, to approximately July 15, 2022, as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendants failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendant failed to provide accurate wage statements to him and other aggrieved employees, which among other violations of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 202, 204, 226.7, 510, 512(a), 1174(b), 1194, 1197, 1197.1, 1198, and 2802, violated the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt employees who worked for Defendants in California during the relevant claim period.

A true and correct copy of the proposed Complaint by Plaintiff against Defendants, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendant is on notice that Plaintiff continues his investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, et seq. The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all aggrieved California employees.

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

Very truly yours,
JCL LAW FIRM, APC

A handwritten signature in dark ink, appearing to read 'Jean-Claude Lapuyade', with a stylized flourish at the end.

Jean-Claude Lapuyade, Esq.

JCL LAW FIRM, APC

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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DOMINIQUE BOWIE, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

ST ANNES MATERNITY HOME, an
unknown business entity; ST. ANNE'S
MATERNITY HOME, an unknown business
entity; ST. ANNE'S FOUNDATION, a
California corporation; ST. ANNE'S
FAMILY SERVICES, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.:

**CLASS ACTION COMPLAINT FOR
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid)

- During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
 - (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
 - (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
 - (10) Violation of California Business & Professions Code §§ 17200, et seq.

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff DOMINIQUE BOWIE ("Plaintiff"), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The "amount in controversy" for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys' fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of

1 California, County of Los Angeles. The majority of acts and omissions alleged herein relating to
2 Plaintiff and the other class members took place in the State of California, including the County
3 of Los Angeles.

4 **PARTIES**

5 5. Plaintiff DOMINIQUE BOWIE is an individual residing in the State of
6 California, County of Los Angeles.

7 6. Defendant ST ANNES MATERNITY HOME, at all times herein mentioned, was
8 and is, upon information and belief, an employer whose employees are engaged throughout the
9 State of California, including the County of Los Angeles.

10 7. Defendant ST. ANNE'S MATERNITY HOME, at all times herein mentioned, was
11 and is, upon information and belief, an employer whose employees are engaged throughout the
12 State of California, including the County of Los Angeles.

13 8. Defendant ST. ANNE'S FOUNDATION, at all times herein mentioned, was and
14 is, upon information and belief, a California corporation and, at all times herein mentioned, an
15 employer whose employees are engaged throughout the State of California, including the County
16 of Los Angeles.

17 9. Defendant ST. ANNE'S FAMILY SERVICES, at all times herein mentioned, was
18 and is, upon information and belief, a California corporation and, at all times herein mentioned, an
19 employer whose employees are engaged throughout the State of California, including the County
20 of Los Angeles.

21 10. At all relevant times, Defendants ST ANNES MATERNITY HOME, ST.
22 ANNE'S MATERNITY HOME, ST. ANNE'S FOUNDATION, and ST. ANNE'S FAMILY
23 SERVICES were the "employer" of Plaintiff within the meaning of all applicable California laws
24 and statutes.

25 11. At all times herein relevant, Defendants ST ANNES MATERNITY HOME, ST.
26 ANNE'S MATERNITY HOME, ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY
27 SERVICES, and DOES 1 through 100, and each of them, were the agents, partners, joint
28 venturers, joint employers, representatives, servants, employees, successors-in-interest, co-

1 conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within
2 the course and scope of their authority as such agents, partners, joint venturers, joint employers,
3 representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or
4 omissions alleged herein were duly committed with the ratification, knowledge, permission,
5 encouragement, authorization and/or consent of each defendant designated as a DOE herein.

6 12. The true names and capacities, whether corporate, associate, individual or
7 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said
8 defendants by such fictitious names. Plaintiff is informed and believes, and based on that
9 information and belief alleges, that each of the defendants designated as a DOE is legally
10 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
11 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
12 Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities
13 when the same have been ascertained.

14 13. Defendant ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY
15 HOME, ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES, and DOES 1 through
16 100 will hereinafter collectively be referred to as "Defendants."

17 14. Plaintiff further alleges that Defendants directly or indirectly controlled or
18 affected the working conditions, wages, working hours, and conditions of employment of
19 Plaintiff and the other class members so as to make each of said Defendants employers liable
20 under the statutory provisions set forth herein.

21 CLASS ACTION ALLEGATIONS

22 15. Plaintiff bring this action on her own behalf and on behalf of all other members
23 of the general public similarly situated, and, thus, seeks class certification under California Code
24 of Civil Procedure section 382.

25 16. The proposed class is defined as follows:

26 All current and former hourly-paid or non-exempt employees who worked for any
27 of the Defendants within the State of California at any time during the period from
28 four years preceding the filing of this Complaint to final judgment and who reside

1 in California.

2 17. Plaintiff reserves the right to establish subclasses as appropriate.

3 18. The class is ascertainable and there is a well-defined community of interest in the
4 litigation:

5 a. Numerosity: The class members are so numerous that joinder of all class
6 members is impracticable. The membership of the entire class is unknown
7 to Plaintiff at this time; however, the class is estimated to be greater than
8 fifty (50) individuals and the identity of such membership is readily
9 ascertainable by inspection of Defendants' employment records.

10 b. Typicality: Plaintiff's claims are typical of all other class members' as
11 demonstrated herein. Plaintiff will fairly and adequately protect the
12 interests of the other class members with whom she has a well-defined
13 community of interest.

14 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each
15 class member, with whom she has a well-defined community of interest
16 and typicality of claims, as demonstrated herein. Plaintiff has no interest
17 that is antagonistic to the other class members. Plaintiff's attorneys, the
18 proposed class counsel, are versed in the rules governing class action
19 discovery, certification, and settlement. Plaintiff has incurred, and during
20 the pendency of this action will continue to incur, costs and attorneys'
21 fees, that have been, are, and will be necessarily expended for the
22 prosecution of this action for the substantial benefit of each class member.

23 d. Superiority: A class action is superior to other available methods for the
24 fair and efficient adjudication of this litigation because individual joinder
25 of all class members is impractical.

26 e. Public Policy Considerations: Certification of this lawsuit as a class action
27 will advance public policy objectives. Employers of this great state violate
28 employment and labor laws every day. Current employees are often afraid

1 to assert their rights out of fear of direct or indirect retaliation. However,
2 class actions provide the class members who are not named in the
3 complaint anonymity that allows for the vindication of their rights.

4 19. There are common questions of law and fact as to the class members that
5 predominate over questions affecting only individual members. The following common
6 questions of law or fact, among others, exist as to the members of the class:

- 7 a. Whether Defendants' failure to pay wages, without abatement or
8 reduction, in accordance with the California Labor Code, was willful;
- 9 b. Whether Defendants' had a corporate policy and practice of failing to pay
10 their hourly-paid or non-exempt employees within the State of California
11 for all hours worked and missed (short, late, interrupted, and/or missed
12 altogether) meal periods and rest breaks in violation of California law;
- 13 c. Whether Defendants required Plaintiff and the other class members to
14 work over eight (8) hours per day and/or over forty (40) hours per week
15 and failed to pay the legally required overtime compensation to Plaintiff
16 and the other class members;
- 17 d. Whether Defendants deprived Plaintiff and the other class members of
18 meal and/or rest periods or required Plaintiff and the other class members
19 to work during meal and/or rest periods without compensation;
- 20 e. Whether Defendants failed to pay minimum wages to Plaintiff and the
21 other class members for all hours worked;
- 22 f. Whether Defendants failed to pay all wages due to Plaintiff and the other
23 class members within the required time upon their discharge or
24 resignation;
- 25 g. Whether Defendants failed to timely pay all wages due to Plaintiff and the
26 other class members during their employment;
- 27 h. Whether Defendants complied with wage reporting as required by the
28 California Labor Code; including, *inter alia*, section 226;

- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

20. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Los Angeles.

21. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-exempt employee, from approximately June 7, 2021, to approximately July 15, 2022, in the State of California, County of Los Angeles.

22. Defendants hired Plaintiff and the other class members, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

23. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff's and the other class members' employment, and to supervise their daily employment activities.

24. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

1 25. Defendants directly hired and paid wages and benefits to Plaintiff and the other
2 class members.

3 26. Defendants continue to employ hourly-paid or non-exempt employees within the
4 State of California.

5 27. Plaintiff and the other class members worked over eight (8) hours in a day, and/or
6 forty (40) hours in a week during their employment with Defendants.

7 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
9 employees within the State of California. This pattern and practice involved, *inter alia*, failing
10 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
11 breaks in violation of California law.

12 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and the other class members were entitled to receive
14 certain wages for overtime compensation and that they were not receiving accurate overtime
15 compensation for all overtime hours worked.

16 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 failed to provide Plaintiff and the other class members all required rest and meal periods during
18 the relevant time period as required under the Industrial Welfare Commission Wage Orders and
19 thus they are entitled to any and all applicable penalties.

20 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiff and the other class members were entitled to receive
22 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
23 member's regular rate of pay when a meal period was missed, and they did not receive all meal
24 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
25 regular rate of pay when a meal period was missed.

26 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff and the other class members were entitled to receive
28 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class

1 member's regular rate of pay when a rest period was missed, and they did not receive all rest
2 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
3 regular rate of pay when a rest period was missed.

4 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 knew or should have known that Plaintiff and the other class members were entitled to receive
6 at least minimum wages for compensation and that they were not receiving at least minimum
7 wages for all hours worked.

8 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and the other class members were entitled to receive
10 all wages owed to them upon discharge or resignation, including overtime and minimum wages
11 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
12 them at the time of their discharge or resignation.

13 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Plaintiff and the other class members were entitled to receive
15 all wages owed to them during their employment. Plaintiff and the other class members did not
16 receive payment of all wages, including overtime and minimum wages and meal and rest period
17 premiums, within any time permissible under California Labor Code section 204.

18 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other class members were entitled to receive
20 complete and accurate wage statements in accordance with California law, but, in fact, they did
21 not receive complete and accurate wage statements from Defendants. The deficiencies included,
22 *inter alia*, the failure to include the total number of hours worked by Plaintiff and the other class
23 members.

24 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Defendants had to keep complete and accurate payroll records
26 for Plaintiff and the other class members in accordance with California law, but, in fact, did not
27 keep complete and accurate payroll records.

28 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 knew or should have known that Plaintiff and the other class members were entitled to
2 reimbursement for necessary business-related expenses.

3 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that they had a duty to compensate Plaintiff and the other class
5 members pursuant to California law, and that Defendants had the financial ability to pay such
6 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented
7 to Plaintiff and the other class members that they were properly denied wages, all in order to
8 increase Defendants' profits.

9 40. During the relevant time period, Defendants failed to pay overtime wages to
10 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other class
11 members were required to work more than eight (8) hours per day and/or forty (40) hours per
12 week without overtime compensation for all overtime hours worked.

13 41. During the relevant time period, Defendants failed to provide all requisite
14 uninterrupted meal and rest periods to Plaintiff and the other class members.

15 42. During the relevant time period, Defendants failed to pay Plaintiff and the other
16 class members at least minimum wages for all hours worked.

17 43. During the relevant time period, Defendants failed to pay Plaintiff and the other
18 class members all wages owed to them upon discharge or resignation.

19 44. During the relevant time period, Defendants failed to pay Plaintiff and the other
20 class members all wages within any time permissible under California law, including, *inter alia*,
21 California Labor Code section 204.

22 45. During the relevant time period, Defendants failed to provide complete or
23 accurate wage statements to Plaintiff and the other class members.

24 46. During the relevant time period, Defendants failed to keep complete or accurate
25 payroll records for Plaintiff and the other class members.

26 47. During the relevant time period, Defendants failed to reimburse Plaintiff and the
27 other class members for all necessary business-related expenses and costs.

28 48. During the relevant time period, Defendants failed to properly compensate

1 Plaintiff and the other class members pursuant to California law in order to increase Defendants'
2 profits.

3 49. California Labor Code section 218 states that nothing in Article 1 of the Labor
4 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due
5 to him [or her] under this article."

6 **FIRST CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 510 and 1198)**

8 **(Against ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME,**
9 **ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES,**
10 **and DOES 1 through 100)**

11 50. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
12 through 49, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

14 51. California Labor Code section 1198 and the applicable Industrial Welfare
15 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
16 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
17 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

18 52. Specifically, the applicable IWC Wage Order provides that Defendants are and
19 were required to pay Plaintiff and the other class members employed by Defendants, and
20 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
21 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than
22 forty (40) hours in a workweek.

23 53. The applicable IWC Wage Order further provides that Defendants are and were
24 required to pay Plaintiff and the other class members overtime compensation at a rate of two
25 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

26 54. California Labor Code section 510 codifies the right to overtime compensation at
27 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
28 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of

1 work, and to overtime compensation at twice the regular hourly rate for hours worked in excess
2 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

3 55. During the relevant time period, Plaintiff and the other class members worked in
4 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

5 56. During the relevant time period, Defendants intentionally and willfully failed to
6 pay overtime wages owed to Plaintiff and the other class members.

7 57. Defendants' failure to pay Plaintiff and the other class members the unpaid
8 balance of overtime compensation, as required by California laws, violates the provisions of
9 California Labor Code sections 510 and 1198, and is therefore unlawful.

10 58. Pursuant to California Labor Code section 1194, Plaintiff and the other class
11 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
12 attorneys' fees.

13 **SECOND CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 226.7 and 512(a))**

15 **(Against ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME,**

16 **ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES,**

17 **and DOES 1 through 100)**

18 59. Plaintiff incorporates by reference the allegations contained in paragraphs 1
19 through 58, and each and every part thereof with the same force and effect as though fully set
20 forth herein.

21 60. At all relevant times, the IWC Order and California Labor Code sections 226.7
22 and 512(a) were applicable to Plaintiff's and the other class members' employment by
23 Defendants.

24 61. At all relevant times, California Labor Code section 226.7 provides that no
25 employer shall require an employee to work during any meal or rest period mandated by an
26 applicable order of the California IWC.

27 62. At all relevant times, the applicable IWC Wage Order and California Labor Code
28 section 512(a) provide that an employer may not require, cause or permit an employee to work

1 for a work period of more than five (5) hours per day without providing the employee with a
2 meal period of not less than thirty (30) minutes, except that if the total work period per day of the
3 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
4 both the employer and employee.

5 63. At all relevant times, the applicable IWC Wage Order and California Labor Code
6 section 512(a) further provide that an employer may not require, cause or permit an employee to
7 work for a work period of more than ten (10) hours per day without providing the employee with
8 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
9 hours worked is no more than twelve (12) hours, the second meal period may be waived by
10 mutual consent of the employer and the employee only if the first meal period was not waived.

11 64. During the relevant time period, Plaintiff and the other class members who were
12 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
13 legally-mandated meal periods by mutual consent, were required to work for periods longer than
14 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
15 rest period.

16 65. During the relevant time period, Plaintiff and the other class members who were
17 scheduled to work for a period of time in excess of six (6) hours were required to work for
18 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
19 (30) minutes and/or rest period.

20 66. During the relevant time period, Defendants intentionally and willfully required
21 Plaintiff and the other class members to work during meal periods and failed to compensate
22 ///
23 Plaintiff and the other class members the full meal period premium for work performed during
24 meal periods.

25 67. During the relevant time period, Defendants failed to pay Plaintiff and the other
26 class members the full meal period premium due pursuant to California Labor Code section
27 226.7.

28 68. Defendants' conduct violates applicable IWC Wage Order and California Labor

1 Code sections 226.7 and 512(a).

2 69. Pursuant to applicable IWC Wage Order and California Labor Code section
3 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
4 additional hour of pay at the employee's regular rate of compensation for each work day that the
5 meal or rest period is not provided.

6 **THIRD CAUSE OF ACTION**

7 **(Violation of California Labor Code § 226.7)**

8 **(Against ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME,**
9 **ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES,**
10 **and DOES 1 through 100)**

11 70. Plaintiff incorporates by reference the allegations contained in paragraphs 1
12 through 69, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

14 71. At all times herein set forth, the applicable IWC Wage Order and California Labor
15 Code section 226.7 were applicable to Plaintiff's and the other class members' employment by
16 Defendants.

17 72. At all relevant times, California Labor Code section 226.7 provides that no
18 employer shall require an employee to work during any rest period mandated by an applicable
19 order of the California IWC.

20 73. At all relevant times, the applicable IWC Wage Order provides that "[e]very
21 employer shall authorize and permit all employees to take rest periods, which insofar as
22 practicable shall be in the middle of each work period" and that the "rest period time shall be
23 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
24 hours or major fraction thereof" unless the total daily work time is less than three and one-half
25 (3 ½) hours.

26 74. During the relevant time period, Defendants required Plaintiff and other class
27 members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
28 period per each four (4) hour period worked.

75. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

76. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

77. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

78. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME,
ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES,
and DOES 1 through 100)

79. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 78, and each and every part thereof with the same force and effect as though fully set forth herein.

80. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

81. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

82. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of

1 their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated
2 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

3 83. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
4 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
5 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
6 minimum wages.

7 84. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
8 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
9 unpaid and interest thereon.

10 **FIFTH CAUSE OF ACTION**

11 **(Violation of California Labor Code §§ 201 and 202)**

12 **(Against ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME,**
13 **ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES,**
14 **and DOES 1 through 100)**

15 85. Plaintiff incorporates by reference the allegations contained in paragraphs 1
16 through 84, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

18 86. At all relevant times herein set forth, California Labor Code sections 201 and 202
19 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
20 discharge are due and payable immediately, and if an employee quits his or her employment, his
21 or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
22 unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in
23 which case the employee is entitled to his or her wages at the time of quitting.

24 87. During the relevant time period, Defendants intentionally and willfully failed to
25 pay Plaintiff and the other class members who are no longer employed by Defendants their
26 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

27 88. Defendants' failure to pay Plaintiff and the other class members who are no longer
28 employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their

1 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

2 89. California Labor Code section 203 provides that if an employer willfully fails to
3 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
4 continue as a penalty from the due date thereof at the same rate until paid or until an action is
5 commenced; but the wages shall not continue for more than thirty (30) days.

6 90. Plaintiff and the other class members are entitled to recover from Defendants the
7 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
8 pursuant to California Labor Code section 203.

9 **SIXTH CAUSE OF ACTION**

10 **(Violation of California Labor Code § 204)**

11 **(Against ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME,**

12 **ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES,**

13 **and DOES 1 through 100)**

14 91. Plaintiff incorporates by reference the allegations contained in paragraphs 1
15 through 90, and each and every part thereof with the same force and effect as though fully set
16 forth herein.

17 92. At all times herein set forth, California Labor Code section 204 provides that all
18 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
19 calendar month, other than those wages due upon termination of an employee, are due and
20 payable between the 16th and the 26th day of the month during which the labor was performed.

21 93. At all times herein set forth, California Labor Code section 204 provides that all
22 wages earned by any person in any employment between the 16th and the last day, inclusive, of
23 any calendar month, other than those wages due upon termination of an employee, are due and
24 payable between the 1st and the 10th day of the following month.

25 94. At all times herein set forth, California Labor Code section 204 provides that all
26 wages earned for labor in excess of the normal work period shall be paid no later than the payday
27 for the next regular payroll period.

28 95. During the relevant time period, Defendants intentionally and willfully failed to

1 pay Plaintiff and the other class members all wages due to them, within any time period
2 permissible under California Labor Code section 204.

3 96. Plaintiff and the other class members are entitled to recover all remedies available
4 for violations of California Labor Code section 204.

5 **SEVENTH CAUSE OF ACTION**

6 **(Violation of California Labor Code § 226(a))**

7 **(Against ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME,**
8 **ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES,**
9 **and DOES 1 through 100)**

10 97. Plaintiff incorporates by reference the allegations contained in paragraphs 1
11 through 96, and each and every part thereof with the same force and effect as though fully set
12 forth herein.

13 98. At all material times set forth herein, California Labor Code section 226(a)
14 provides that every employer shall furnish each of his or her employees an accurate itemized
15 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
16 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
17 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
18 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
19 dates of the period for which the employee is paid, (7) the name of the employee and his or her
20 social security number, (8) the name and address of the legal entity that is the employer, and (9)
21 all applicable hourly rates in effect during the pay period and the corresponding number of hours
22 worked at each hourly rate by the employee. The deductions made from payments of wages
23 shall be recorded in ink or other indelible form, properly dated, showing the month, day, and
24 year, and a copy of the statement or a record of the deductions shall be kept on file by the
25 employer for at least three years at the place of employment or at a central location within the
26 State of California.

27 99. Defendants have intentionally and willfully failed to provide Plaintiff and the
28 other class members with complete and accurate wage statements. The deficiencies include, but

are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members.

100. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

101. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

102. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

103. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

**(Against ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME,
ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES,
and DOES 1 through 100)**

104. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 103, and each and every part thereof with the same force and effect as though fully set forth herein.

105. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less

1 than two years.

2 106. Defendants have intentionally and willfully failed to keep accurate and complete
3 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
4 class members.

5 107. As a result of Defendants' violation of California Labor Code section 1174(d),
6 Plaintiff and the other class members have suffered injury and damage to their statutorily-
7 protected rights.

8 108. More specifically, Plaintiff and the other class members have been injured by
9 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
10 they were denied both their legal right and protected interest, in having available, accurate and
11 complete payroll records pursuant to California Labor Code section 1174(d).

12 **NINTH CAUSE OF ACTION**

13 **(Violation of California Labor Code §§ 2800 and 2802)**

14 **(Against ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME,**
15 **ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES,**
16 **and DOES 1 through 100)**

17 109. Plaintiff incorporates by reference the allegations contained in paragraphs 1
18 through 108, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 110. Pursuant to California Labor Code sections 2800 and 2802, an employer must
21 reimburse its employee for all necessary expenditures incurred by the employee in direct
22 consequence of the discharge of his or her job duties or in direct consequence of his or her
23 obedience to the directions of the employer.

24 111. Plaintiff and the other class members incurred necessary business-related
25 expenses and costs that were not fully reimbursed by Defendants.

26 112. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
27 other class members for all necessary business-related expenses and costs.

28 113. Plaintiff and the other class members are entitled to recover from Defendants their

1 business-related expenses and costs incurred during the course and scope of their employment,
2 plus interest accrued from the date on which the employee incurred the necessary expenditures
3 at the same rate as judgments in civil actions in the State of California.

4 **TENTH CAUSE OF ACTION**

5 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

6 **(Against ST ANNES MATERNITY HOME, ST. ANNE'S MATERNITY HOME,**

7 **ST. ANNE'S FOUNDATION, ST. ANNE'S FAMILY SERVICES,**

8 **and DOES 1 through 100)**

9 114. Plaintiff incorporates by reference the allegations contained in paragraphs 1
10 through 113, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 115. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
13 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
14 competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public interest
15 within the meaning of Code of Civil Procedure section 1021.5.

16 116. Defendants' activities as alleged herein are violations of California law, and
17 constitute unlawful business acts and practices in violation of California Business & Professions
18 Code section 17200, et seq.

19 117. A violation of California Business & Professions Code section 17200, et seq. may
20 be predicated on the violation of any state or federal law. In this instant case, Defendants'
21 policies and practices of requiring employees, including Plaintiff and the other class members,
22 to work overtime without paying them proper compensation violate California Labor Code
23 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees,
24 including Plaintiff and the other class members, to work through their meal and rest periods
25 without paying them proper compensation violate California Labor Code sections 226.7 and
26 512(a). Defendants' policies and practices of failing to pay minimum wages violate California
27 Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of
28 failing to timely pay wages to Plaintiff and the other class members violate California Labor

Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

118. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

119. Plaintiff and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

120. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

1 5. That the Court declare, adjudge and decree that Defendants violated California
2 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
3 all overtime wages due to Plaintiff and the other class members;

4 6. For general unpaid wages at overtime wage rates and such general and special
5 damages as may be appropriate;

6 7. For pre-judgment interest on any unpaid overtime compensation commencing
7 from the date such amounts were due;

8 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
9 California Labor Code section 1194; and

10 9. For such other and further relief as the Court may deem just and proper.

11 **As to the Second Cause of Action**

12 10. That the Court declare, adjudge and decree that Defendants violated California
13 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
14 provide all meal periods (including second meal periods) to Plaintiff and the other class
15 members;

16 11. That the Court make an award to Plaintiff and the other class members of one (1)
17 hour of pay at each employee's regular rate of compensation for each workday that a meal period
18 was not provided;

19 12. For all actual, consequential, and incidental losses and damages, according to
20 proof;

21 13. For premium wages pursuant to California Labor Code section 226.7(c);

22 14. For pre-judgment interest on any unpaid wages from the date such amounts were
23 due;

24 15. For reasonable attorneys' fees and costs of suit incurred herein; and

25 16. For such other and further relief as the Court may deem just and proper.

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27 **As to the Third Cause of Action**

28 17. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
2 rest periods to Plaintiff and the other class members;

3 18. That the Court make an award to Plaintiff and the other class members of one (1)
4 hour of pay at each employee's regular rate of compensation for each workday that a rest period
5 was not provided;

6 19. For all actual, consequential, and incidental losses and damages, according to
7 proof;

8 20. For premium wages pursuant to California Labor Code section 226.7(c);

9 21. For pre-judgment interest on any unpaid wages from the date such amounts were
10 due; and

11 22. For such other and further relief as the Court may deem just and proper.

12 **As to the Fourth Cause of Action**

13 23. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
15 Plaintiff and the other class members;

16 24. For general unpaid wages and such general and special damages as may be
17 appropriate;

18 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
19 Plaintiff and the other class members in the amount as may be established according to proof at
20 trial;

21 26. For pre-judgment interest on any unpaid compensation from the date such
22 amounts were due;

23 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
24 California Labor Code section 1194(a);

25 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

26 29. For such other and further relief as the Court may deem just and proper.

27 **As to the Fifth Cause of Action**

28 30. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
2 time of termination of the employment of Plaintiff and the other class members no longer
3 employed by Defendants;

4 31. For all actual, consequential, and incidental losses and damages, according to
5 proof;

6 32. For statutory wage penalties pursuant to California Labor Code section 203 for
7 Plaintiff and the other class members who have left Defendants' employ;

8 33. For pre-judgment interest on any unpaid compensation from the date such
9 amounts were due; and

10 34. For such other and further relief as the Court may deem just and proper.

11 **As to the Sixth Cause of Action**

12 35. That the Court declare, adjudge and decree that Defendants violated California
13 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
14 by California Labor Code section 204 to Plaintiff and the other class members;

15 36. For all actual, consequential, and incidental losses and damages, according to
16 proof;

17 37. For pre-judgment interest on any unpaid compensation from the date such
18 amounts were due; and

19 38. For such other and further relief as the Court may deem just and proper.

20 **As to the Seventh Cause of Action**

21 39. That the Court declare, adjudge and decree that Defendants violated the record
22 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
23 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized
24 wage statements thereto;

25 40. For actual, consequential and incidental losses and damages, according to proof;

26 41. For statutory penalties pursuant to California Labor Code section 226(e);

27 42. For injunctive relief to ensure compliance with this section, pursuant to California
28 Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all

1 funds disgorged from Defendants and determined to have been wrongfully acquired by
2 Defendants as a result of violation of California Business and Professions Code sections 17200,
3 et seq.;

4 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
5 California Code of Civil Procedure section 1021.5;

6 57. For injunctive relief to ensure compliance with this section, pursuant to California
7 Business and Professions Code sections 17200, et seq.; and

8 58. For such other and further relief as the Court may deem just and proper.

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10 Dated: May 11, 2023

ZAKAY LAW GROUP, APLC

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12 By: 

13 Shani O. Zakay, Esq.

14 *Attorneys for Plaintiff*
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