

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

ST ANNES MATERNITY HOME, an unknown business entity;
"Additional Parties Attachment form is attached."

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

BRITNEY CLARKE, individually, and on behalf of other members of
the general public similarly situated;

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of the State of California for the County of Los Angeles
Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

22STCV14674

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Edwin Aiwazian; 410 West Arden Avenue, Suite 203, Glendale, California 91203; (818) 265-1020

Sherri R. Carter Executive Officer / Clerk of Court

DATE: 05/03/2022
(Fecha)

Clerk, by R. Lozano, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
- by personal delivery on (date):

SHORT TITLE:

Clarke vs. St Annes Maternity Home, et al.

CASE NUMBER:

22STCV14674

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff Defendant Cross-Complainant Cross-Defendant

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,

1 Edwin Aiwazian (SBN 232943)
2 **LAWYERS for JUSTICE, PC**
3 410 West Arden Avenue, Suite 203
4 Glendale, California 91203
5 Tel: (818) 265-1020 / Fax: (818) 265-1021

6 *Attorneys for Plaintiff*

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 BRITNEY CLARKE, individually, and on
11 behalf of other members of the general public
12 similarly situated;

13 *Plaintiff,*

14 vs.

15 ST ANNES MATERNITY HOME, an
16 unknown business entity; ST. ANNE'S
17 MATERNITY HOME, an unknown business
18 entity; ST. ANNE'S FOUNDATION, a
19 California corporation; ST. ANNE'S
20 FAMILY SERVICES, a California
21 corporation; and DOES 1 through 100,
22 inclusive,

23 *Defendants.*

Case No.: **22STCV14674**

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

LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 COMES NOW, Plaintiff BRITNEY CLARKE (“Plaintiff”), individually, and on behalf
2 of other members of the general public similarly situated, and alleges as follows:

3 **JURISDICTION AND VENUE**

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

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

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

19 4. Venue is proper in this Court because, upon information and belief, Defendants
20 maintain offices, have agents, employ individuals, and/or transact business in the State of
21 California, County of Los Angeles. The majority of acts and omissions alleged herein relating to
22 Plaintiff and the other class members took place in the State of California, including the County
23 of Los Angeles.

24 **PARTIES**

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

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

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

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

11 9. Defendant ST. ANNE’S FAMILY SERVICES, at all times herein mentioned, was
12 and is, upon information and belief, a California corporation and, at all times herein mentioned,
13 an employer whose employees are engaged throughout the State of California, including the
14 County of Los Angeles.

15 10. At all relevant times, Defendants ST ANNES MATERNITY HOME, ST.
16 ANNE’S MATERNITY HOME, ST. ANNE’S FOUNDATION, and ST. ANNE’S FAMILY
17 SERVICES were the “employer” of Plaintiff within the meaning of all applicable California
18 laws and statutes.

19 11. At all times herein relevant, Defendants ST ANNES MATERNITY HOME, ST.
20 ANNE’S MATERNITY HOME, ST. ANNE’S FOUNDATION, ST. ANNE’S FAMILY
21 SERVICES, and DOES 1 through 100, and each of them, were the agents, partners, joint
22 venturers, joint employers, representatives, servants, employees, successors-in-interest, co-
23 conspirators and/or assigns, each of the other, and at all times relevant hereto were acting
24 within the course and scope of their authority as such agents, partners, joint venturers, joint
25 employers, representatives, servants, employees, successors, co-conspirators and/or assigns,
26 and all acts or omissions alleged herein were duly committed with the ratification, knowledge,
27 permission, encouragement, authorization and/or consent of each defendant designated as a
28 DOE herein.

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- 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 Plaintiff 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: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff 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 will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of

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their rights.

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

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

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

GENERAL ALLEGATIONS

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

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

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

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

26 24. Defendants exercised sufficient authority over the terms and conditions of
27 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
28 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,
6 and/or 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
19 and 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
16 not receive payment of all wages, including overtime and minimum wages and meal and rest
17 period 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
22 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the
23 other class 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
27 not keep complete and accurate payroll records.

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1 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to
3 reimbursement for necessary business-related expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 66. During the relevant time period, Defendants intentionally and willfully required
27 Plaintiff and the other class members to work during meal periods and failed to compensate

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1 Plaintiff and the other class members the full meal period premium for work performed during
2 meal periods.

3 67. During the relevant time period, Defendants failed to pay Plaintiff and the other
4 class members the full meal period premium due pursuant to California Labor Code section
5 226.7.

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

8 69. Pursuant to applicable IWC Wage Order and California Labor Code section
9 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
10 additional hour of pay at the employee's regular rate of compensation for each work day that
11 the meal or rest period is not provided.

12 **THIRD CAUSE OF ACTION**

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

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

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

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

26 73. At all relevant times, the applicable IWC Wage Order provides that "[e]very
27 employer shall authorize and permit all employees to take rest periods, which insofar as
28 practicable shall be in the middle of each work period" and that the "rest period time shall be

1 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
2 hours or major fraction thereof” unless the total daily work time is less than three and one-half
3 (3 ½) hours.

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

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

10 76. During the relevant time period, Defendants failed to pay Plaintiff and the other
11 class members the full rest period premium due pursuant to California Labor Code section
12 226.7.

13 77. Defendants’ conduct violates applicable IWC Wage Orders and California
14 Labor Code section 226.7.

15 78. Pursuant to the applicable IWC Wage Orders and California Labor Code section
16 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
17 additional hour of pay at the employees’ regular hourly rate of compensation for each work
18 day that the rest period was not provided.

19 **FOURTH CAUSE OF ACTION**

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

21 **(Against ST ANNES MATERNITY HOME, ST. ANNE’S MATERNITY HOME,**

22 **ST. ANNE’S FOUNDATION, ST. ANNE’S FAMILY SERVICES,**

23 **and DOES 1 through 100)**

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

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1 time of discharge are due and payable immediately, and if an employee quits his or her
2 employment, his or her wages shall become due and payable not later than seventy-two (72)
3 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
4 intention to quit, in which case the employee is entitled to his or her wages at the time of
5 quitting.

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

9 88. Defendants' failure to pay Plaintiff and the other class members who are no
10 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
11 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
12 201 and 202.

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

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

20 **SIXTH CAUSE OF ACTION**

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

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

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

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1 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
2 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
3 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
4 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
5 his or her social security number, (8) the name and address of the legal entity that is the
6 employer, and (9) all applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each hourly rate by the employee. The deductions
8 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
9 showing the month, day, and year, and a copy of the statement or a record of the deductions
10 shall be kept on file by the employer for at least three years at the place of employment or at a
11 central location within the State of California.

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

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

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

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

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

1 **EIGHTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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NINTH CAUSE OF ACTION

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

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

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

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

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

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

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

TENTH CAUSE OF ACTION

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

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

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

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

5 116. Defendants’ activities as alleged herein are violations of California law, and
6 constitute unlawful business acts and practices in violation of California Business &
7 Professions Code section 17200, et seq.

8 117. A violation of California Business & Professions Code section 17200, et seq.
9 may be predicated on the violation of any state or federal law. In this instant case, Defendants’
10 policies and practices of requiring employees, including Plaintiff and the other class members,
11 to work overtime without paying them proper compensation violate California Labor Code
12 sections 510 and 1198. Additionally, Defendants’ policies and practices of requiring
13 employees, including Plaintiff and the other class members, to work through their meal and
14 rest periods without paying them proper compensation violate California Labor Code sections
15 226.7 and 512(a). Defendants’ policies and practices of failing to pay minimum wages violate
16 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants’ policies and
17 practices of failing to timely pay wages to Plaintiff and the other class members violate
18 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor
19 Code sections 226(a), 1174(d), 2800 and 2802.

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

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

25 120. Pursuant to California Business & Professions Code sections 17200, et seq.,
26 Plaintiff and the other class members are entitled to restitution of the wages withheld and
27 retained by Defendants during a period that commences four years preceding the filing of this

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1 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
2 1021.5 and other applicable laws; and an award of costs.

3 **DEMAND FOR JURY TRIAL**

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

6 **PRAYER FOR RELIEF**

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

10 **Class Certification**

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

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

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

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

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

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

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

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As to the Second Cause of Action

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

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

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

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

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

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

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

As to the Third Cause of Action

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

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

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

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

5 36. For all actual, consequential, and incidental losses and damages, according to
6 proof;

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

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

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

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

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

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

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

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

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

21 44. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
23 for Plaintiff and the other class members as required by California Labor Code section
24 1174(d);

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

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

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

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

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

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

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

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

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

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

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

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

20 55. For the appointment of a receiver to receive, manage and distribute any and all
21 funds disgorged from Defendants and determined to have been wrongfully acquired by
22 Defendants as a result of violation of California Business and Professions Code sections
23 17200, et seq.;

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

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


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

Dated: May 3, 2022

LAWYERS for JUSTICE, PC

By: 
Edwin Aiwazian
Attorneys for Plaintiff